



Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

162

**TRANSMITTAL
FORM**

(to be used for all correspondence after initial filing)

| | | | |
|---|----------------------|------------------------|--------|
| TRANSMITTAL FORM (to be used for all correspondence after initial filing) | Application Number | 10/664,582 | |
| | Filing Date | September 17, 2003 | |
| | First Named Inventor | Stephen C. Rowe et al. | |
| | Art Unit | 1615 | |
| | Examiner Name | Carlos A. Azpuru | |
| Total Number of Pages in This Submission | 67 | Attorney Docket Number | 5088C4 |

ENCLOSURES (check all that apply)

| | | |
|---|---|--|
| <input type="checkbox"/> Fee Transmittal Form <input type="checkbox"/> Fee Attached <input type="checkbox"/> Amendment / Reply <input type="checkbox"/> After Final <input type="checkbox"/> Affidavits/declaration(s) <input type="checkbox"/> Extension of Time Request <input type="checkbox"/> Express Abandonment Request <input type="checkbox"/> Information Disclosure Statement <input type="checkbox"/> Certified Copy of Priority Document(s) <input type="checkbox"/> Reply to Missing Parts/ Incomplete Application <input type="checkbox"/> Reply to Missing Parts under 37 CFR1.52 or 1.53 | <input type="checkbox"/> Drawing(s) <input type="checkbox"/> Licensing-related Papers <input type="checkbox"/> Petition <input type="checkbox"/> Petition to Convert to a Provisional Application <input checked="" type="checkbox"/> Power of Attorney, Revocation Change of Correspondence Address <input type="checkbox"/> Terminal Disclaimer <input type="checkbox"/> Request for Refund <input type="checkbox"/> CD, Number of CD(s) _____ <input type="checkbox"/> Landscape Table on CD | <input type="checkbox"/> After Allowance Communication to TC <input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences <input type="checkbox"/> Appeal Communication to TC (Appeal Notice, Brief, Reply Brief) <input type="checkbox"/> Proprietary Information <input type="checkbox"/> Status Letter <input checked="" type="checkbox"/> Other Enclosure(s) (please identify below): Fee Address Indication Form Statement under 37 3.73(b) Return Postcard |
| Remarks | | |

SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT

| | | | |
|--------------|---------------------|-------------|--------|
| Firm | Genzyme Corporation | | |
| Signature | | | |
| Printed Name | Richard D. Allison | | |
| Date | August 15, 2005 | Reg. No. | 31,584 |

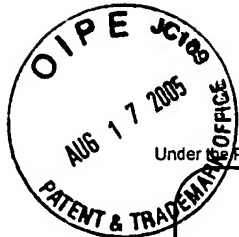
CERTIFICATE OF TRANSMISSION/MAILING

| | | | |
|---|---------------|------|-----------------|
| I hereby certify that this correspondence is being facsimile transmitted to the USPTO or deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the date shown below. | | | |
| Signature | | | |
| Typed or printed name | Mickle Silver | Date | August 15, 2005 |

This collection of information is required by 37 CFR 1.5. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

BEST AVAILABLE COPY



Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

PTO/SB/82 (04-05)

Approved for use through 11/30/2005. OMB 0651-0035

Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

**REVOCATION OF POWER OF
ATTORNEY WITH
NEW POWER OF ATTORNEY
AND
CHANGE OF CORRESPONDENCE
ADDRESS**

| | |
|------------------------|------------------------|
| Application Number | 10/664,582 |
| Filing Date | September 17, 2003 |
| First Named Inventor | Stephen C. Rowe et al. |
| Art Unit | 1615 |
| Examiner Name | Carlos A. Azpuru |
| Attorney Docket Number | 5088C4 |

I hereby revoke all previous powers of attorney or authorizations of agent given in the above-identified application:

☒ A Power of Attorney is submitted herewith.

OR

☒ I hereby appoint the practitioners at Customer Number :

24536

☒ Please change the correspondence address for the above-identified application to:

☒ The address associated with
Customer Number:

24536

OR

☒ Firm or
Individual Name

Genzyme Corporation

Address

15 Pleasant Street Connector
Legal Department

City

Framingham

State MA

ZIP 01701

Country

us

Telephone

(508) 270-2583

Email richard.allison@genzyme.com

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.

Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

SIGNATURE of Applicant or Assignee of Record

Signature

Name

Richard D. Allison

Date

August 15, 2005

Telephone

(508) 270-2583

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below*.

☐ *Total of _____ forms are submitted.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



**POWER OF ATTORNEY
and
CORRESPONDENCE ADDRESS
INDICATION FORM**

| | |
|------------------------|--------------------------------------|
| Application Number | 10/664,582 |
| Filing Date | September 17, 2003 |
| First Named Inventor | Stephen C. Rowe et al. |
| Title | Apparatus and Method for Local, Etc. |
| Art Unit | 1615 |
| Examiner Name | Carlos A. Azpuru |
| Attorney Docket Number | 5088C4 |

I hereby revoke all previous powers of attorney given in the above-identified application.

I hereby appoint:

☒ Practitioners associated with the Customer Number:

24536

OR

☐ Practitioner(s) named below:

| Name | Registration Number |
|------|---------------------|
| | |
| | |
| | |
| | |

as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please recognize or change the correspondence address for the above-identified application to:

☒ The address associated with the above-mentioned Customer Number

OR

☒ The address associated with Customer Number:

24536

OR

| | | | |
|---|---|----------|-----------------------------|
| <input checked="" type="checkbox"/> Firm or Individual Name | Genzyme Corporation | | |
| Address | 15 Pleasant St. Connector Legal Department | | |
| City | Framingham | State MA | ZIP 01701 |
| Country | US | | |
| Telephone | (508) 270-2583 | Email | richard.allison@genzyme.com |

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.

Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

SIGNATURE of Applicant or Assignee of Record

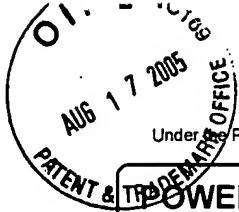
| | | | |
|-------------------|--|-----------|-----------------|
| Signature | | Date | August 15, 2005 |
| Name | Richard D. Allison | Telephone | (508) 270-2583 |
| Title and Company | Managing IP Counsel of Genzyme Corporation with Attached Signature Authority | | |

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below*.

☐ *Total of _____ forms are submitted.

This collection of information is required by 37 CFR 1.31 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO

I hereby revoke all previous powers of attorney given in the application identified in the attached statement under 37 CFR 3.73(b).

I hereby appoint:

☒ Practitioners associated with Customer Number:

24536

OR

☐ Practitioner(s) named below (if more than ten patent practitioners are to be named, then a customer number must be used):

| Name | Registration Number | Name | Registration Number |
|------|---------------------|------|---------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

Please change the correspondence address for the application identified in the attached statement under 37 CFR 3.73(b) to:

☒ The address associated with Customer Number

24536

OR

| | | | |
|---|--|-------|-----------------------------|
| <input checked="" type="checkbox"/> Firm or Individual Name | Genzyme Corporation | | |
| Address | 15 Pleasant Street Connector Legal Department | | |
| City | Framingham | State | MA Zip 01701 |
| Country | US | | |
| Telephone | (508) 270-2583 | Email | richard.allison@genzyme.com |

Assignee Name and Address:

Genzyme Corporation
500 Kendall Street
Cambridge, MA 02142

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/96 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

SIGNATURE of Assignee of Record

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

| | | | |
|-----------|---------------------|-----------|-----------------|
| Signature | | Date | August 15, 2005 |
| Name | Richard D. Allison | Telephone | (508) 270-2583 |
| Title | Managing IP Counsel | | |

This collection of information is required by 37 CFR 1.31 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Stephen C. Rowe et al.Application No./Patent No.: 10/664,582Filed/Issue Date: September 17, 2003Entitled: Apparatus and Method for Local Application of Polymeric Material to TissueGenzyme Corporationa Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title, and interest

The extent (by percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Rowe, Hubbell, Herman, Sun, Lang, Selecman, and AhariTo: Focal, Inc.The document was recorded in the United States Patent and Trademark Office at Reel 7731, Frame 0317, or for which a copy thereof is attached.2. From: Focal, Inc.To: Genzyme CorporationThe document was recorded in the United States Patent and Trademark Office at Reel 016360, Frame 0683, or for which a copy thereof is attached.

3. From: _____

To: _____

The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.☐ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Signature

Richard D. Allison

Printed or Typed Name

Managing IP Counsel

Title

August 15, 2005

Date

(508) 270-2583

Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

genzyme




Genzyme Corporation
500 Kendall Street
Cambridge, MA 02142
Tel.: (617) 252-7500
Fax: (617) 252-7553

SIGNATURE AUTHORITY

I, Thomas J. DesRosier, Senior Vice President and General Counsel of Genzyme Corporation hereby appoint Madge R. Kanter, Richard D. Allison, Elizabeth Lassen and Bart G. Newland, all Managing Intellectual Property Counsel of Genzyme Corporation, with full power and authority to transact any and all business before the United States Patent and Trademark Office, and any foreign counterpart patent office, with the powers of a Corporate Officer of Genzyme Corporation.

Date: December 2, 2003



Thomas J. DesRosier, Esq.
Senior Vice President and General Counsel
GENZYME CORPORATION



703"7/7020
**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

MARCH 31, 1996

TIMOTHY J. OYER
WOLF, GREENFIELD & SACKS, P.
FEDERAL RESERVE PLAZA
600 ATLANTIC AVENUE
BOSTON, MA 02210

DOCKETED

APR 24 1996

| | |
|----------------------|-------------------------------------|
| PTAS | |
| File Folder | <input checked="" type="checkbox"/> |
| Electronic Code Book | <input checked="" type="checkbox"/> |
| Docket Entry | <input type="checkbox"/> |
| Docket Cross Off | <input checked="" type="checkbox"/> |
| Order Copies | <input type="checkbox"/> |
| Annuities | <input type="checkbox"/> |
| Other | <input type="checkbox"/> |



100108463A

**UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 11/27/1995

REEL/FRAME: 7731/0317
NUMBER OF PAGES: 9

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

ROWE, STEPHEN C.

DOC DATE: 10/20/1995

ASSIGNOR:

HUBBELL, JEFFREY A.

DOC DATE: 10/03/1995

ASSIGNOR:

HERMAN, STEPHEN J.

DOC DATE: 09/12/1995

ASSIGNOR:

SUN, VAE

DOC DATE: 11/14/1995

ASSIGNOR:

LANG, MICHAEL F.

DOC DATE: 10/04/1995

ASSIGNOR:

SELECMAN, GEORGE E.

DOC DATE: 10/04/1995

ASSIGNOR:

AHARI, FREDERICK F.

DOC DATE: 09/20/1995

ASSIGNEE:

FOCAL, INC.

4 MAGUIRE ROAD

LEXINGTON, MASSACHUSETTS 02173

SERIAL NUMBER: 08448573

PATENT NUMBER:

FILING DATE: 09/23/1995

ISSUE DATE:

JERYL MCDOWELL, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

CORDAT

20-199

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark OfficeTab settings ☐ ☐ ☐

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Stephen C. Rowe, Jeffrey A. Hubbell,
Stephen J. Herman, Vae Sun, Michael F.
Lang, George E. Selecman, Frederick F.
AhariAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Sept. 12, 20, Oct. 3, 4, 20

Execution Date: and Nov. 14, 1995

2. Name and address of receiving party(ies)

Name: FOCAL, INC.

Internal Address:

Street Address: 4 Maguire Road

City: Lexington State: MA ZIP: 02173

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No(s)

08/448,573, filing date 03/23/94

B. Patent No(s)

Additional numbers attached? ☐ Yes ☒ No

application is:

File Folder

Electronic Code Book

Docket Entry

Docket Cross Off

Order Copies

Annuities

IFD Review

INITIAL

5. Name and address of party to whom correspondence concerning document should be mailed:

TIMOTHY J. OYER

Name: WOLF, GREENFIELD & SACKS, P.C.

Internal Address: F0397/7020

Street Address: Federal Reserve Plaza

600 Atlantic Avenue

City: Boston State: MA ZIP: 02210

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

☒ Enclosed☐ Authorized to be charged to deposit account

The Commissioner is authorized to charge:

8. Deposit account number:

23/2825

(Attach duplicate copy of this page if paying by deposit account)

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Timothy J. Oyer

Name of Person Signing

Signature

11/22/95

Date

Total number of pages including cover sheet, attachments, and document: 30

ASSIGNMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, we the undersigned Stephen C. Rowe, Jeffrey A. Hubbell, Stephen J. Herman, Vae Sun, Michael F. Lang, George E. Selecman, Frederick F. Ahari hereby

Sell, assign and transfer to **FOCAL, INC.**, a Delaware corporation having a place of business at 4 Maguire Road, Lexington, Massachusetts 02173, its successors, assigns and legal representatives, all hereinafter referred to as the Assignee, the entire right, title and interest for the United States and all foreign countries, in and to any and all inventions which are disclosed in the application for United States Letters Patent filed in the United States Patent and Trademark Office on March 23, 1994 under Serial No. 08/448,573 and entitled **APPARATUS AND METHOD FOR LOCAL APPLICATION OF POLYMERIC MATERIAL TO TISSUE**, and in and to said application and all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said inventions; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions including the right to apply for patent rights in each foreign country and all rights to priority.

We agree that said Assignee may apply for and receive Letters Patent for said inventions in its own name; and when requested, without charge to but at the expense of said Assignee, we agree to carry out in good faith the intent and purpose of this assignment, by executing all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said inventions, by executing all rightful oaths, assignments, powers of attorney and other papers, by communicating to said Assignee all facts known to us relating to said inventions and the history thereof, and generally by doing everything possible which said Assignee shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and for vesting title to said inventions and all applications for patents and all patents on said inventions, in said Assignee.

We hereby request the Honorable Commissioner of Patents and Trademarks to issue said Letters Patent to said Assignee.

We covenant with said Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

October 20, 1995
Date

Stephen C. Rowe
Stephen C. Rowe

STATE OF MASSACHUSETTS :
COUNTY OF _____ :

Subscribed and sworn to before me this 20th day of OCTOBER, 1995.

SEAL

Jacqueline C. Wheeler
Notary Public

MY COMMISSION EXPIRES AUG. 16, 2002

Date

Jeffrey A. Hubbell

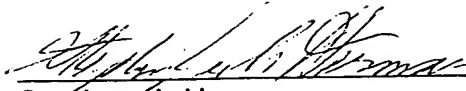
STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

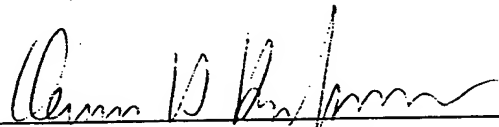
SEPT. 12 1995
Date


Stephen J. Herman

STATE OF Massachusetts :
COUNTY OF Middlesex :

Subscribed and sworn to before me this 12 day of September, 1995.

SEAL


My Commission Expires AUG. 24, 2001 Notary Public

Date

Vae Sun

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

Date

Michael F. Lang

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

Date George E. Selecman

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

Date Frederick F. Ahari

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

Jc

ASSIGNMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, we the undersigned Stephen C. Rowe, Jeffrey A. Hubbell, Stephen J. Herman, Vae Sun, Michael F. Lang, George E. Selecman, Frederick F. Ahari hereby

Sell, assign and transfer to **FOCAL, INC.**, a Delaware corporation having a place of business at 4 Maguire Road, Lexington, Massachusetts 02173, its successors, assigns and legal representatives, all hereinafter referred to as the Assignee, the entire right, title and interest for the United States and all foreign countries, in and to any and all inventions which are disclosed in the application for United States Letters Patent filed in the United States Patent and Trademark Office on March 23, 1994 under Serial No. 08/448,573 and entitled **APPARATUS AND METHOD FOR LOCAL APPLICATION OF POLYMERIC MATERIAL TO TISSUE**, and in and to said application and all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said inventions; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions including the right to apply for patent rights in each foreign country and all rights to priority.

We agree that said Assignee may apply for and receive Letters Patent for said inventions in its own name; and when requested, without charge to but at the expense of said Assignee, we agree to carry out in good faith the intent and purpose of this assignment, by executing all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said inventions, by executing all rightful oaths, assignments, powers of attorney and other papers, by communicating to said Assignee all facts known to us relating to said inventions and the history thereof, and generally by doing everything possible which said Assignee shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and for vesting title to said inventions and all applications for patents and all patents on said inventions, in said Assignee.

We hereby request the Honorable Commissioner of Patents and Trademarks to issue said Letters Patent to said Assignee.

We covenant with said Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

Date Stephen C. Rowe

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

October 3, 1995
Date

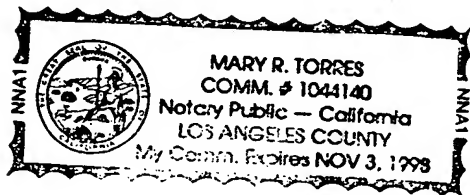
Jeffrey A. Hubbell
Jeffrey A. Hubbell

STATE OF California :
COUNTY OF Los Angeles :

Subscribed and sworn to before me this 3rd day of October, 1995.

SEAL

Mary R. Torres
Notary Public



SEPT. 12 1995
Date

Stephen J. Herman
Stephen J. Herman

STATE OF Massachusetts :
COUNTY OF Middlesex :

Subscribed and sworn to before me this 12 day of September, 1995.

SEAL

Allen D. [Signature]
My Commission Expires AUG. 24, 2001 Notary Public

Date

Vae Sun

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

Date

Michael F. Lang

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

Date George E. Selecman

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

Date Frederick F. Ahari

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

ASSIGNMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, we the undersigned Stephen C. Rowe, Jeffrey A. Hubbell, Stephen J. Herman, Vae Sun, Michael F. Lang, George E. Selecman, Frederick F. Ahari hereby

Sell, assign and transfer to **FOCAL, INC.**, a Delaware corporation having a place of business at 4 Maguire Road, Lexington, Massachusetts 02173, its successors, assigns and legal representatives, all hereinafter referred to as the Assignee, the entire right, title and interest for the United States and all foreign countries, in and to any and all inventions which are disclosed in the application for United States Letters Patent filed in the United States Patent and Trademark Office on March 23, 1994 under Serial No. 08/448,573 and entitled **APPARATUS AND METHOD FOR LOCAL APPLICATION OF POLYMERIC MATERIAL TO TISSUE**, and in and to said application and all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said inventions; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions including the right to apply for patent rights in each foreign country and all rights to priority.

We agree that said Assignee may apply for and receive Letters Patent for said inventions in its own name; and when requested, without charge to but at the expense of said Assignee, we agree to carry out in good faith the intent and purpose of this assignment, by executing all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said inventions, by executing all rightful oaths, assignments, powers of attorney and other papers, by communicating to said Assignee all facts known to us relating to said inventions and the history thereof, and generally by doing everything possible which said Assignee shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and for vesting title to said inventions and all applications for patents and all patents on said inventions, in said Assignee.

We hereby request the Honorable Commissioner of Patents and Trademarks to issue said Letters Patent to said Assignee.

We covenant with said Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

Date Stephen C. Rowe

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

Date Jeffrey A. Hubbell

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

SEPT. 12 1995
Date

Stephen J. Herman
Stephen J. Herman

STATE OF Massachusetts :
COUNTY OF Middlesex :

Subscribed and sworn to before me this 12 day of September, 1995.

SEAL

Carman D. Hoffman
My Commission Expires AUG. 24, 2001 Notary Public

Date Vae Sun

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

Date Michael F. Lang

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

Date George E. Selecman

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

Date Frederick F. Ahari

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

Sun

F0397/7020

ASSIGNMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, we the undersigned Stephen C. Rowe, Jeffrey A. Hubbell, Stephen J. Herman, Vae Sun, Michael F. Lang, George E. Selecman, Frederick F. Ahari hereby

Sell, assign and transfer to **FOCAL, INC.**, a Delaware corporation having a place of business at 4 Maguire Road, Lexington, Massachusetts 02173, its successors, assigns and legal representatives, all hereinafter referred to as the Assignee, the entire right, title and interest for the United States and all foreign countries, in and to any and all inventions which are disclosed in the application for United States Letters Patent filed in the United States Patent and Trademark Office on March 23, 1994 under Serial No. 08/448,573 and entitled **APPARATUS AND METHOD FOR LOCAL APPLICATION OF POLYMERIC MATERIAL TO TISSUE**, and in and to said application and all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said inventions; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions including the right to apply for patent rights in each foreign country and all rights to priority.

We agree that said Assignee may apply for and receive Letters Patent for said inventions in its own name; and when requested, without charge to but at the expense of said Assignee, we agree to carry out in good faith the intent and purpose of this assignment, by executing all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said inventions, by executing all rightful oaths, assignments, powers of attorney and other papers, by communicating to said Assignee all facts known to us relating to said inventions and the history thereof, and generally by doing everything possible which said Assignee shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and for vesting title to said inventions and all applications for patents and all patents on said inventions, in said Assignee.

We hereby request the Honorable Commissioner of Patents and Trademarks to issue said Letters Patent to said Assignee.

We covenant with said Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

Date Stephen C. Rowe

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

Date Jeffrey A. Hubbell

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

SEPT. 12 1995
Date

Stephen J. Herman
Stephen J. Herman

STATE OF Massachusetts :
COUNTY OF Middlesex :

Subscribed and sworn to before me this 12 day of September, 1995.

SEAL

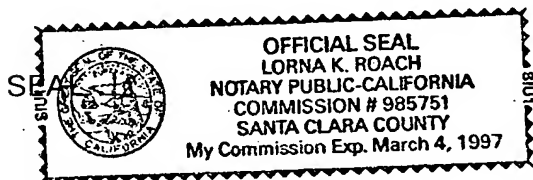
Barbara D. Hoffman
My Commission Expires AUG. 24, 2001 Notary Public

November 14, 1995
Date

Vae Sun
Vae Sun

STATE OF California :
COUNTY OF Santa Clara :

Subscribed and sworn to before me this 14th day of November, 1995.



Lorna K. Roach
Notary Public

Date

Michael F. Lang

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

Date George E. Selecman

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

Date Frederick F. Ahari

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

Lang

F0397/7020

ASSIGNMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, we the undersigned Stephen C. Rowe, Jeffrey A. Hubbell, Stephen J. Herman, Vae Sun, Michael F. Lang, George E. Selecman, Frederick F. Ahari hereby

Sell, assign and transfer to **FOCAL, INC.**, a Delaware corporation having a place of business at 4 Maguire Road, Lexington, Massachusetts 02173, its successors, assigns and legal representatives, all hereinafter referred to as the Assignee, the entire right, title and interest for the United States and all foreign countries, in and to any and all inventions which are disclosed in the application for United States Letters Patent filed in the United States Patent and Trademark Office on March 23, 1994 under Serial No. 08/448,573 and entitled **APPARATUS AND METHOD FOR LOCAL APPLICATION OF POLYMERIC MATERIAL TO TISSUE**, and in and to said application and all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said inventions; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions including the right to apply for patent rights in each foreign country and all rights to priority.

We agree that said Assignee may apply for and receive Letters Patent for said inventions in its own name; and when requested, without charge to but at the expense of said Assignee, we agree to carry out in good faith the intent and purpose of this assignment, by executing all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said inventions, by executing all rightful oaths, assignments, powers of attorney and other papers, by communicating to said Assignee all facts known to us relating to said inventions and the history thereof, and generally by doing everything possible which said Assignee shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and for vesting title to said inventions and all applications for patents and all patents on said inventions, in said Assignee.

We hereby request the Honorable Commissioner of Patents and Trademarks to issue said Letters Patent to said Assignee.

We covenant with said Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

Date Stephen C. Rowe

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

Date Jeffrey A. Hubbell

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

Date _____

~~Stephen J. Herman~~

STATE OF Massachusetts :
COUNTY OF Middlesex :

Subscribed and sworn to before me this 12 day of September, 1995.

SEAL

My Commission Expires AUG. 24, 2001 Notary Public

Date _____

Vae Sun

STATE OF _____
COUNTY OF _____

Subscribed and sworn to before me this 4th day of Feb, 1995.

Notary Public, Cobb County, Georgia
My Commission Expires March 29, 1999

SEAL

Notary Public

October 4, 1995

Date _____

Michael F. Lang
Michael F. Lang

STATE OF _____:
COUNTY OF _____:

Subscribed and sworn to before me this 4th day of October, 1995.

Notary Public, Cobb County, Georgia
My Commission Expires March 29, 1997

SEAL

Notary Public

Date George E. Selecman

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

Date Frederick F. Ahari

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

George

F0397/7020

ASSIGNMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, we the undersigned Stephen C. Rowe, Jeffrey A. Hubbell, Stephen J. Herman, Vae Sun, Michael F. Lang, George E. Selecman, Frederick F. Ahari hereby

Sell, assign and transfer to **FOCAL, INC.**, a Delaware corporation having a place of business at 4 Maguire Road, Lexington, Massachusetts 02173, its successors, assigns and legal representatives, all hereinafter referred to as the Assignee, the entire right, title and interest for the United States and all foreign countries, in and to any and all inventions which are disclosed in the application for United States Letters Patent filed in the United States Patent and Trademark Office on March 23, 1994 under Serial No. 08/448,573 and entitled **APPARATUS AND METHOD FOR LOCAL APPLICATION OF POLYMERIC MATERIAL TO TISSUE**, and in and to said application and all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said inventions; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions including the right to apply for patent rights in each foreign country and all rights to priority.

We agree that said Assignee may apply for and receive Letters Patent for said inventions in its own name; and when requested, without charge to but at the expense of said Assignee, we agree to carry out in good faith the intent and purpose of this assignment, by executing all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said inventions, by executing all rightful oaths, assignments, powers of attorney and other papers, by communicating to said Assignee all facts known to us relating to said inventions and the history thereof, and generally by doing everything possible which said Assignee shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and for vesting title to said inventions and all applications for patents and all patents on said inventions, in said Assignee.

We hereby request the Honorable Commissioner of Patents and Trademarks to issue said Letters Patent to said Assignee.

We covenant with said Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

Date Stephen C. Rowe

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

Date Jeffrey A. Hubbell

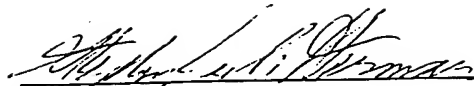
STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

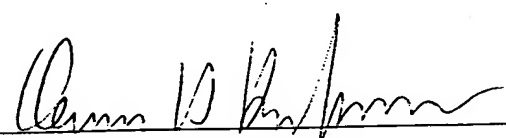
SEPT. 12 1995
Date


Stephen J. Herman

STATE OF Massachusetts :
COUNTY OF Middlesex :

Subscribed and sworn to before me this 12 day of September, 1995.

SEAL


My Commission Expires AUG. 24, 2001 Notary Public

Date Vae Sun

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

Date Michael F. Lang

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

04 OCT 95
Date

George E. Selecman
George E. Selecman

STATE OF Massachusetts :
COUNTY OF Middlesex : ss

Subscribed and sworn to before me this 4th day of October, 1995.

SEAL

Paula A. Kiley
Notary Public
Paula A. Kiley
My Commission Expires 9/23/99

Date

Frederick F. Ahari

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

Fred

F0397/7020

ASSIGNMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, we the undersigned Stephen C. Rowe, Jeffrey A. Hubbell, Stephen J. Herman, Vae Sun, Michael F. Lang, George E. Selecman, Frederick F. Ahari hereby

Sell, assign and transfer to **FOCAL, INC.**, a Delaware corporation having a place of business at 4 Maguire Road, Lexington, Massachusetts 02173, its successors, assigns and legal representatives, all hereinafter referred to as the Assignee, the entire right, title and interest for the United States and all foreign countries, in and to any and all inventions which are disclosed in the application for United States Letters Patent filed in the United States Patent and Trademark Office on March 23, 1994 under Serial No. 08/448,573 and entitled **APPARATUS AND METHOD FOR LOCAL APPLICATION OF POLYMERIC MATERIAL TO TISSUE**, and in and to said application and all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said inventions; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions including the right to apply for patent rights in each foreign country and all rights to priority.

We agree that said Assignee may apply for and receive Letters Patent for said inventions in its own name; and when requested, without charge to but at the expense of said Assignee, we agree to carry out in good faith the intent and purpose of this assignment, by executing all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said inventions, by executing all rightful oaths, assignments, powers of attorney and other papers, by communicating to said Assignee all facts known to us relating to said inventions and the history thereof, and generally by doing everything possible which said Assignee shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and for vesting title to said inventions and all applications for patents and all patents on said inventions, in said Assignee.

We hereby request the Honorable Commissioner of Patents and Trademarks to issue said Letters Patent to said Assignee.

We covenant with said Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

Date Stephen C. Rowe

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

Date Jeffrey A. Hubbell

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

SEPT. 12 1995
Date

Stephen J. Herman
Stephen J. Herman

STATE OF Massachusetts :
COUNTY OF Middlesex :

Subscribed and sworn to before me this 12 day of September, 1995.

SEAL

Allen D. Herman
My Commission Expires AUG. 24, 2001 Notary Public

Date

Vae Sun

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

Date

Michael F. Lang

STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

Date George E. Selecman
STATE OF _____ :
COUNTY OF _____ :

Subscribed and sworn to before me this ____ day of _____, 1995.

SEAL

Notary Public

9/20/95

Date

Frederick F. Ahari
Frederick F. Ahari

STATE OF MA :
COUNTY OF Middlesex :

Subscribed and sworn to before me this 20 day of Sept, 1995.

SEAL

Jeanne M. Redulla
Notary Public

My Commission Expires December 23, 1999



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

AUGUST 08, 2005

PTAS

500043792A

500043792A

MICHELE SILVER
15 PLEASANT STREET CONNECTOR
FRAMINGHAM, MA 01701

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES DIVISION, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 08/08/2005

REEL/FRAME: 016360/0683
NUMBER OF PAGES: 19

BRIEF: ACQUISITION

ASSIGNOR:
FOCAL, INC.

DOC DATE: 04/25/2001

ASSIGNEE:
GENZYME CORPORATION
500 KENDALL STREET
CAMBRIDGE, MASSACHUSETTS 02142

SERIAL NUMBER: 08918361 FILING DATE: 08/26/1997
PATENT NUMBER: 6287320 ISSUE DATE: 09/11/2001
TITLE: METHOD AND APPARATUS FOR TREATMENT OF FOCAL DISEASE IN HOLLOW
TUBULAR ORGANS AND OTHER TISSUE LUMENS

SERIAL NUMBER: 09624055 FILING DATE: 07/24/2000
PATENT NUMBER: 6443941 ISSUE DATE: 09/03/2002
TITLE: BIODEGRADABLE POLYMERIC ENDOLUMINAL SEALING PROCESS, APPARATUS AND
POLYMERIC PRODUCTS FOR USE THEREIN

SERIAL NUMBER: 08783387 FILING DATE: 01/13/1997
PATENT NUMBER: 6258870 ISSUE DATE: 07/10/2001
TITLE: GELS FOR ENCAPSULATION OF BIOLOGICAL MATERIALS

SERIAL NUMBER: 09033871 FILING DATE: 03/03/1998
PATENT NUMBER: 6465001 ISSUE DATE: 10/15/2002
TITLE: TREATING MEDICAL CONDITIONS BY POLYMERIZING MACROMERS TO FORM
POLYMERIC MATERIALS

SERIAL NUMBER: 09694836 FILING DATE: 10/23/2000
PATENT NUMBER: 6632446 ISSUE DATE: 10/14/2003
TITLE: COATING SUBSTRATES BY POLYMERIZING MACROMERS HAVING FREE RADICAL-
POLYMERIZABLE SUBSTITUENTS

SERIAL NUMBER: 09492011 FILING DATE: 01/26/2000
PATENT NUMBER: 6306922 ISSUE DATE: 10/23/2001
TITLE: PHOTOPOLYMERIZABLE BIODEGRADABLE HYDROGELS AS TISSUE
CONTACTING

MATERIALS AND CONTROLLED-RELEASE CARRIERS

SERIAL NUMBER: 09467359 FILING DATE: 12/20/1999
PATENT NUMBER: 6468520 ISSUE DATE: 10/22/2002
TITLE: APPARATUS AND METHOD FOR LOCAL APPLICATION OF POLYMERIC MATERIAL TO
TISSUE

SERIAL NUMBER: 08967619 FILING DATE: 11/12/1997
PATENT NUMBER: 6461640 ISSUE DATE: 10/08/2002
TITLE: LOCAL DELIVERY OF FIBRINOLYSIS ENHANCING AGENTS

SERIAL NUMBER: 08984614 FILING DATE: 12/03/1997
PATENT NUMBER: 6290729 ISSUE DATE: 09/18/2001
TITLE: LOCAL POLYMERIC GEL CELLULAR THERAPY

SERIAL NUMBER: 09249841 FILING DATE: 02/15/1999
PATENT NUMBER: 6261544 ISSUE DATE: 07/17/2001
TITLE: POLY (HYDROXY ACID) / POLYMER CONJUGATES FOR SKIN APPLICATIONS

SERIAL NUMBER: 09195340 FILING DATE: 11/18/1998
PATENT NUMBER: 6911216 ISSUE DATE: 06/28/2005
TITLE: TARGET DELIVERY VIA BIODEGRADABLE POLYMERS

SERIAL NUMBER: 09123137 FILING DATE: 07/27/1998
PATENT NUMBER: 6780427 ISSUE DATE: 08/24/2004
TITLE: REDUCTION OF ADHESIONS USING CONTROLLED DELIVERY OF ACTIVE OXYGEN
INHIBITORS

SERIAL NUMBER: 09616256 FILING DATE: 07/14/2000
PATENT NUMBER: 6387977 ISSUE DATE: 05/14/2002
TITLE: REDOX AND PHOTOINITIATOR SYSTEMS FOR PRIMING FOR IMPROVED ADHERENCE
OF GELS TO SUBSTRATES

SERIAL NUMBER: 09732419 FILING DATE: 12/07/2000
PATENT NUMBER: 6352710 ISSUE DATE: 03/05/2002
TITLE: COMPLIANT TISSUE SEALANTS

SERIAL NUMBER: 09710416 FILING DATE: 11/09/2000
PATENT NUMBER: 6410645 ISSUE DATE: 06/25/2002
TITLE: MULTIBLOCK BIODEGRADABLE HYDROGELS FOR DRUG DELIVERY AND TISSUE TREATMENT

SERIAL NUMBER: 08968463 FILING DATE: 10/02/1997
PATENT NUMBER: 6352682 ISSUE DATE: 03/05/2002
TITLE: POLYMERIC DELIVERY OF RADIONUCLIDES AND RADIOPHARMACEUTICALS

SERIAL NUMBER: 09634366 FILING DATE: 08/09/2000
PATENT NUMBER: ISSUE DATE:
TITLE: BIODEGRADABLE TISSUE RETRACTOR

SERIAL NUMBER: 09303054 FILING DATE: 04/30/1999
PATENT NUMBER: 6586751 ISSUE DATE: 07/01/2003
TITLE: LIGHT SOURCE POWER TESTER

SERIAL NUMBER: 09744698 FILING DATE: 05/14/2001
PATENT NUMBER: ISSUE DATE:
TITLE: UNIVERSAL MODULAR SURGICAL APPLICATOR SYSTEMS

SERIAL NUMBER: 09801097 FILING DATE: 03/07/2001
PATENT NUMBER: ISSUE DATE:
TITLE: SELF-CLEANING FLUID DELIVERY DEVICE FOR MEDICAL APPLICATIONS

SERIAL NUMBER: 09658390 FILING DATE: 09/08/2000
PATENT NUMBER: ISSUE DATE:
TITLE: HYDROGELS FOR ORTHOPEDIC REPAIR

SERIAL NUMBER: 60258369 FILING DATE: 12/27/2000
PATENT NUMBER: ISSUE DATE:
TITLE: CONTROLLED RELEASE OF ANTI-ARRHYTHMIC AGENTS

SERIAL NUMBER: 60253477 FILING DATE: 11/28/2000
PATENT NUMBER: ISSUE DATE:
TITLE: INCORPORATION OF HYALURONIC ACID IN POLYMERIC HYDROGEL - FORMING COMPOSITIONS

SERIAL NUMBER: 60268559 FILING DATE: 02/14/2001
PATENT NUMBER: ISSUE DATE:
TITLE: BIOCOMPATIBLE FLEECE FOR HEMOSTASIS AND TISSUE ENGINEERING

SERIAL NUMBER: 07857700 FILING DATE: 03/25/1992
PATENT NUMBER: 5213580 ISSUE DATE: 05/25/1993
TITLE: BIODEGRADABLE POLYMERIC ENDOLUMINAL SEALING PROCESS

SERIAL NUMBER: 08101966 FILING DATE: 08/04/1993
PATENT NUMBER: 5328471 ISSUE DATE: 07/12/1994
TITLE: METHOD AND APPARATUS FOR TREATMENT OF FOCAL DISEASE IN HOLLOW TUBULAR ORGANS AND OTHER TISSUE LUMENS

SERIAL NUMBER: 08022687 FILING DATE: 03/01/1993
PATENT NUMBER: 5410016 ISSUE DATE: 04/25/1995
TITLE: PHOTOPOLYMERIZABLE BIODEGRADABLE HYDROGELS AS TISSUE CONTACTING
MATERIALS AND CONTROLLED-RELEASE CARRIERS

SERIAL NUMBER: 08165392 FILING DATE: 12/10/1993
PATENT NUMBER: 5468505 ISSUE DATE: 11/21/1995
TITLE: LOCAL DELIVERY OF FIBRINOLYSIS ENHANCING AGENTS

SERIAL NUMBER: 07958870 FILING DATE: 10/07/1992
PATENT NUMBER: 5529914 ISSUE DATE: 06/25/1996
TITLE: GELS FOR ENCAPSULATION OF BIOLOGICAL MATERIALS

SERIAL NUMBER: 08468364 FILING DATE: 06/06/1995
PATENT NUMBER: 5567435 ISSUE DATE: 10/22/1996
TITLE: PHOTOPOLYMERIZABLE BIODEGRADABLE HYDROGELS AS TISSUE CONTACTING
MATERIALS AND CONTROLLED-RELEASE CARRIERS

SERIAL NUMBER: 08024657 FILING DATE: 03/01/1993
PATENT NUMBER: 5573934 ISSUE DATE: 11/12/1996
TITLE: GELS FOR ENCAPSULATION OF BIOLOGICAL MATERIALS

SERIAL NUMBER: 08132745 FILING DATE: 10/06/1993
PATENT NUMBER: 5575815 ISSUE DATE: 11/19/1996
TITLE: LOCAL POLYMERIC GEL THERAPY

SERIAL NUMBER: 08476124 FILING DATE: 06/07/1995
PATENT NUMBER: 5612050 ISSUE DATE: 03/18/1997
TITLE: APPARATUS AND METHOD FOR LOCAL APPLICATION OF POLYMERIC MATERIAL TO
TISSUE

SERIAL NUMBER: 08401931 FILING DATE: 03/09/1995
PATENT NUMBER: 5618850 ISSUE DATE: 04/08/1997
TITLE: HYDROXY-ACID COSMETICS

SERIAL NUMBER: 08379848 FILING DATE: 01/27/1995
PATENT NUMBER: 5626863 ISSUE DATE: 05/06/1997
TITLE: PHOTOPOLYMERIZABLE BIODEGRADABLE HYDROGELS AS TISSUE CONTACTING
MATERIALS AND CONTROLLED-RELEASE CARRIERS

SERIAL NUMBER: 08474062 FILING DATE: 06/07/1995
PATENT NUMBER: 5634946 ISSUE DATE: 06/03/1997
TITLE: POLYMERIC ENDOLUMINAL PAVING PROCESS

SERIAL NUMBER: 08226945 FILING DATE: 04/13/1994
PATENT NUMBER: 5662609 ISSUE DATE: 09/02/1997
TITLE: METHOD AND APPARATUS FOR TREATMENT OF FOCAL DISEASE IN HOLLOW
TUBULAR ORGANS AND OTHER TISSUE LUMENS

SERIAL NUMBER: 08483194 FILING DATE: 06/07/1995
PATENT NUMBER: 5662712 ISSUE DATE: 09/02/1997

SERIAL NUMBER: 08265448 FILING DATE: 06/24/1994

PATENT NUMBER: 5665063 ISSUE DATE: 09/09/1997

TITLE: METHODS FOR APPLICATION OF INTRALUMINAL
PHOTOPOLYMERIZED GELS

SERIAL NUMBER: 08182516 FILING DATE: 01/14/1994

PATENT NUMBER: 5674287 ISSUE DATE: 10/07/1997

TITLE: BIODEGRADABLE POLYMERIC ENDOLUMINAL SEALING PROCESS, APPARATUS AND
POLYMERIC PRODUCT FOR USE THEREIN

SERIAL NUMBER: 08448573 FILING DATE: 11/27/1995

PATENT NUMBER: 5698189 ISSUE DATE: 12/16/1997

TITLE: METHOD FOR LOCAL APPLICATION OF POLYMERIC MATERIAL TO TISSUE

SERIAL NUMBER: 08477370 FILING DATE: 06/07/1995

PATENT NUMBER: 5741323 ISSUE DATE: 04/21/1998

TITLE: POLYMERIC ARTICLE FOR INTRALUMINAL PHOTOTHERMOFORMING

SERIAL NUMBER: 08481220 FILING DATE: 06/07/1995

PATENT NUMBER: 5749915 ISSUE DATE: 05/12/1998

TITLE: POLYMERIC ENDOLUMINAL PAVING PROCESS

SERIAL NUMBER: 08472757 FILING DATE: 06/07/1995

PATENT NUMBER: 5749922 ISSUE DATE: 05/12/1998

TITLE: BIODEGRADABLE POLYMERIC ENDOLUMINAL SEALING PROCESS, APPARATUS AND
POLYMERIC PRODUCTS FOR USE THEREIN

SERIAL NUMBER: 08472745 FILING DATE: 06/07/1995

PATENT NUMBER: 5749968 ISSUE DATE: 05/12/1998

TITLE: DEVICE FOR PRIMING FOR IMPROVED ADHERENCE OF GELS TO SUBSTRATES

SERIAL NUMBER: 08494333 FILING DATE: 06/26/1995

PATENT NUMBER: 5779673 ISSUE DATE: 07/14/1998

TITLE: DEVICES AND METHODS FOR APPLICATION OF INTRALUMINAL
PHOTOPOLYMERIZED GELS

SERIAL NUMBER: 08689139 FILING DATE: 07/29/1996

PATENT NUMBER: 5785993 ISSUE DATE: 07/28/1998

TITLE: REDUCTION OF ADHESIONS USING CONTROLLED DELIVERY OF ACTIVE OXYGEN
INHIBITORS

SERIAL NUMBER: 08410037 FILING DATE: 03/23/1995

PATENT NUMBER: 5800373 ISSUE DATE: 09/01/1998

TITLE: INITIATOR PRIMING FOR IMPROVED ADHERENCE OF GELS TO SUBSTRATES

SERIAL NUMBER: 08478055 FILING DATE: 06/07/1995

PATENT NUMBER: 5800538 ISSUE DATE: 09/01/1998

TITLE: BIODEGRADABLE POLYMERIC ENDOLUMINAL SEALING PROCESS

SERIAL NUMBER: 08480678 FILING DATE: 06/07/1995

TITLE: GELS FOR ENCAPSULATION OF BIOLOGICAL MATERIALS

016360/0683 PAGE 6

SERIAL NUMBER: 08467693 FILING DATE: 06/06/1995
PATENT NUMBER: 5834274 ISSUE DATE: 11/10/1998
TITLE: GELS FOR ENCAPSULATION OF BIOLOGICAL MATERIALS

SERIAL NUMBER: 08238931 FILING DATE: 05/06/1994
PATENT NUMBER: 5843156 ISSUE DATE: 12/01/1998
TITLE: LOCAL POLYMERIC GEL CELLULAR THERAPY

SERIAL NUMBER: 08467815 FILING DATE: 06/06/1995
PATENT NUMBER: 5843743 ISSUE DATE: 12/01/1998
TITLE: GELS FOR ENCAPSULATION OF BIOLOGICAL MATERIALS

SERIAL NUMBER: 08478104 FILING DATE: 06/07/1995
PATENT NUMBER: 5844016 ISSUE DATE: 12/01/1998
TITLE: REDOX AND PHOTOINITIATOR PRIMING FOR IMPROVED ADHERENCE OF GELS TO SUBSTRATES

SERIAL NUMBER: 08448572 FILING DATE: 10/30/1995
PATENT NUMBER: 5849035 ISSUE DATE: 12/15/1998
TITLE: APPARATUS AND METHODS FOR INTRALUMINAL PHOTOTHERMOFORMING

SERIAL NUMBER: 08377911 FILING DATE: 01/25/1995
PATENT NUMBER: 5858746 ISSUE DATE: 01/12/1999
TITLE: GELS FOR ENCAPSULATION OF BIOLOGICAL MATERIALS

SERIAL NUMBER: 08739644 FILING DATE: 10/30/1996
PATENT NUMBER: 5879688 ISSUE DATE: 03/09/1999
TITLE: HYDROXY-ACID COSMETICS

SERIAL NUMBER: 08787647 FILING DATE: 01/23/1997
PATENT NUMBER: 5879713 ISSUE DATE: 03/09/1999
TITLE: TARGETED DEIVERY VIA BIODEGRADABLE POLYMERS

SERIAL NUMBER: 08710689 FILING DATE: 09/23/1996
PATENT NUMBER: 5900245 ISSUE DATE: 05/04/1999
TITLE: COMPLIANT TISSUE SEALANTS

SERIAL NUMBER: 08963639 FILING DATE: 11/03/1997
PATENT NUMBER: 5942209 ISSUE DATE: 08/24/1999
TITLE: METHOD OF LOCAL RADIOTHERAPY BY POLYMERIZING A MATERIAL IN VIVO TO FORM A HYDROGEL

SERIAL NUMBER: 08481646 FILING DATE: 06/07/1995
PATENT NUMBER: 5947977 ISSUE DATE: 09/07/1999
TITLE: PROCESS, APPARATUS AND POLYMERIC PRODUCT FOR USE THEREIN

SERIAL NUMBER: 08700237 FILING DATE: 08/20/1996
PATENT NUMBER: 5986043 ISSUE DATE: 11/16/1999
TITLE: PHOTOPOLYMERIZABLE BIODEGRADABLE HYDROGELS AS TISSUE CONTACTING

SERIAL NUMBER: 08714189

FILING DATE: 09/16/1996

PATENT NUMBER: 6004315

ISSUE DATE: 12/21/1999

TITLE: OPTICAL FIBER DIFFUSER AND METHOD OF MAKING

SERIAL NUMBER: 08944035 FILING DATE: 09/29/1997
PATENT NUMBER: 6004547 ISSUE DATE: 12/21/1999
TITLE: APPARATUS AND METHOD FOR LOCAL APPLICATION OF POLYMERIC MATERIAL TO TISSUE

SERIAL NUMBER: 09288207 FILING DATE: 04/08/1999
PATENT NUMBER: 6051248 ISSUE DATE: 04/18/2000
TITLE: COMPLIANT TISSUE SEALANTS

SERIAL NUMBER: 09128917 FILING DATE: 08/04/1998
PATENT NUMBER: 6060582 ISSUE DATE: 05/09/2000
TITLE: PHOTOPOLYMERIZABLE BIODEGRADABLE HYDROGELS AS TISSUE CONTACTING MATERIALS AND CONTROLLED-RELEASE CARRIES

SERIAL NUMBER: 08944739 FILING DATE: 10/06/1997
PATENT NUMBER: 6083524 ISSUE DATE: 07/04/2000
TITLE: POLYMERIZABLE BIODEGRADABLE POLYMERS INCLUDING CARBONATE OR DIOXANONE LINKAGES

SERIAL NUMBER: 08973077 FILING DATE: 10/10/1997
PATENT NUMBER: 6121341 ISSUE DATE: 09/19/2000
TITLE: REDOX AND PHOTOINITIATOR SYSTEMS FOR PRIMING FOR IMPROVED ADHERENCE OF GELS TO SUBSTRATES

SERIAL NUMBER: 09045401 FILING DATE: 03/20/1998
PATENT NUMBER: 6123667 ISSUE DATE: 09/26/2000
TITLE: BIODEGRADABLE TISSUE RETRACTOR

SERIAL NUMBER: 09129735 FILING DATE: 08/05/1998
PATENT NUMBER: 6162241 ISSUE DATE: 12/19/2000
TITLE: HEMOSTATIC TISSUE SEALANTS

SERIAL NUMBER: 09172537 FILING DATE: 10/14/1998
PATENT NUMBER: 6176871 ISSUE DATE: 01/23/2001
TITLE: APPARATUS AND METHODS FOR INTRALUMINAL PHOTOTHERMOFORMING

SERIAL NUMBER: 09479520 FILING DATE: 01/07/2000
PATENT NUMBER: 6177095 ISSUE DATE: 01/23/2001
TITLE: POLYMERIZABLE BIODEGRADABLE POLYMERS INCLUDING CARBONATE OR DIOXANONE LINKAGES

SERIAL NUMBER: 08692914 FILING DATE: 07/26/1996
PATENT NUMBER: 6201065 ISSUE DATE: 03/13/2001
TITLE: MULTIBLOCK BIODEGRADABLE HYDROGELS FOR DRUG DELIVERY AND TISSUE TREATMENT

SERIAL NUMBER: 09477162 FILING DATE: 01/04/2000
PATENT NUMBER: 6217894 ISSUE DATE: 04/17/2001
TITLE: COMPLIANT TISSUE SEALANTS

SERIAL NUMBER: 07952730 FILING DATE: 11/19/1992
PATENT NUMBER: ISSUE DATE:
PCT NUMBER: US9102142
TITLE: METHOD FOR VACUUM IMPULSE FORMING OF HEATED GLASS SHEETS

SERIAL NUMBER:
PATENT NUMBER:
PCT NUMBER: US8903593
TITLE: ?

FILING DATE: 08/23/1989
ISSUE DATE:

SERIAL NUMBER:
PATENT NUMBER:
PCT NUMBER: US9301776

FILING DATE: 03/01/1993
ISSUE DATE:

TITLE: GELS FOR ENCAPSULATION OF BIOLOGICAL MATERIALS

SERIAL NUMBER:
PATENT NUMBER:
PCT NUMBER: US9301773

FILING DATE: 03/01/1993
ISSUE DATE:

TITLE: PHOTOPOLYMERIZABLE BIODEGRADABLE HYDROGELS AS TISSUE CONTACTING MATERIALS AND CONTROLLED-RELEASE

SERIAL NUMBER: 08448573
PATENT NUMBER:
PCT NUMBER: US9403115

FILING DATE: 11/27/1995
ISSUE DATE:

TITLE: METHOD FOR LOCAL APPLICATION OF POLYMERIC MATERIAL TO TISSUE

SERIAL NUMBER: 08448572
PATENT NUMBER:
PCT NUMBER: US9404824

FILING DATE: 10/30/1995
ISSUE DATE:

TITLE: APPARATUS AND METHODS FOR INTRALUMINAL PHOTOTHERMOFORMING

SERIAL NUMBER:
PATENT NUMBER:
PCT NUMBER: US9508067

FILING DATE: 06/26/1995
ISSUE DATE:

TITLE: DEVICES AND METHODS FOR APPLICATION OF INTRALUMINAL

SERIAL NUMBER:
PATENT NUMBER:
PCT NUMBER: US9414213

FILING DATE: 12/09/1994
ISSUE DATE:

TITLE: LOCAL DELIVERY OF FIBRINOLYSIS ENHANCING AGENTS

SERIAL NUMBER:
PATENT NUMBER:
PCT NUMBER: US9411304

FILING DATE: 10/06/1994
ISSUE DATE:

TITLE: LOCAL POLYMERIC GEL CELLULAR THERAPY

SERIAL NUMBER:
PATENT NUMBER:
PCT NUMBER: US9603177

FILING DATE: 03/08/1996
ISSUE DATE:

TITLE: POLY (HYDROXY ACID)/ POLYMER CONJUGATES FOR SKIN APPLICATIONS

SERIAL NUMBER:
PATENT NUMBER:
PCT NUMBER: US9514103

FILING DATE: 10/11/1995
ISSUE DATE:

TITLE: TARGETED DELIVERY VIA BIODEGRADABLE POLYMERS

SERIAL NUMBER: FILING DATE: 03/20/1996
PATENT NUMBER: ISSUE DATE:
PCT NUMBER: US9603813
TITLE: REDUCTION OF ADHESIONS USING CONTROLLED DELIVERY OF ACTIVE OXYGEN
INHIBITORS

SERIAL NUMBER: 08973077 FILING DATE: 10/10/1997
PATENT NUMBER: ISSUE DATE:
PCT NUMBER: US9603834
TITLE: REDOX AND PHOTOINITIATOR SYSTEMS FOR PRIMING FOR IMPROVED ADHERENCE
OF GELS TO SUBSTRATES

SERIAL NUMBER: FILING DATE: 07/26/1996
PATENT NUMBER: ISSUE DATE:
PCT NUMBER: US9612285
TITLE: MULTIBLOCK BIODEGRADABLE HYDROGELS FOR DRUG DELIVERY AND TISSUE
TREATMENT

SERIAL NUMBER: FILING DATE: 02/13/1997
PATENT NUMBER: ISSUE DATE:
PCT NUMBER: US9702075
TITLE: POLYMERIC DELIVERY OF RADIONUCLIDES AND RADIOPHARMACEUTICALS

SERIAL NUMBER: FILING DATE: 09/16/1997
PATENT NUMBER: ISSUE DATE:
PCT NUMBER: US9716392
TITLE: OPTICAL FIBER DIFFUSER AND METHOD OF MAKING

SERIAL NUMBER: FILING DATE: 03/20/1998
PATENT NUMBER: ISSUE DATE:
PCT NUMBER: US9805661
TITLE: BIODEGRADABLE TISSUE RETRACTOR

SERIAL NUMBER: FILING DATE: 08/06/1998
PATENT NUMBER: ISSUE DATE:
PCT NUMBER: US9816410
TITLE: HEMOSTATIC TISSUE SEALANTS

SERIAL NUMBER: FILING DATE: 09/23/1997
PATENT NUMBER: ISSUE DATE:
PCT NUMBER: US9716857
TITLE: POLYMERIZABLE BIODEGRADABLE POLYMERS INCLUDING CARBONATE OR
DIOXANONE LINKAGES

SERIAL NUMBER: FILING DATE: 04/30/1999
PATENT NUMBER: ISSUE DATE:
PCT NUMBER: US9909386
TITLE: LIGHT SOURCE POWER TESTER

SERIAL NUMBER: 09744698 FILING DATE: 05/14/2001
PATENT NUMBER: ISSUE DATE:
PCT NUMBER: US9916950
TITLE: UNIVERSAL MODULAR SURGICAL APPLICATOR SYSTEMS

016360/0683 PAGE 10

| | |
|---|-------------------------|
| SERIAL NUMBER: | FILING DATE: 09/17/1999 |
| PATENT NUMBER: | ISSUE DATE: |
| PCT NUMBER: US9921521 | |
| TITLE: SELF-CLEANING FLUID DELIVERY DEVICE FOR MEDICAL APPLICATIONS | |

| | |
|--|-------------------------|
| SERIAL NUMBER: | FILING DATE: 09/08/2000 |
| PATENT NUMBER: | ISSUE DATE: |
| PCT NUMBER: US0024647 | |
| TITLE: HYDROGELS FOR ORTHOPEDIC REPAIR | |

MARGARET LASALLE, PARALEGAL
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

08/08/2005
500043792

| | |
|------------------------------|----------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Acquisition |

CONVEYING PARTY DATA

| | |
|-------------|-----------------------|
| Name | Execution Date |
| Focal, Inc. | 04/25/2001 |

RECEIVING PARTY DATA

| | |
|------------------------|---------------------|
| Name: | Genzyme Corporation |
| Street Address: | 500 Kendall Street |
| City: | Cambridge |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02142 |

PROPERTY NUMBERS Total: 97

| Property Type | Number |
|----------------|---------|
| Patent Number: | 5213580 |
| Patent Number: | 5328471 |
| Patent Number: | 5410016 |
| Patent Number: | 5468505 |
| Patent Number: | 5529914 |
| Patent Number: | 5567435 |
| Patent Number: | 5573934 |
| Patent Number: | 5575815 |
| Patent Number: | 5612050 |
| Patent Number: | 5618850 |
| Patent Number: | 5626863 |
| Patent Number: | 5634946 |
| Patent Number: | 5662609 |
| Patent Number: | 5662712 |
| Patent Number: | 5665063 |

CH \$3880.00 5213580

| | |
|----------------|---------|
| Patent Number: | 5674287 |
| Patent Number: | 5698189 |
| Patent Number: | 5741323 |
| Patent Number: | 5748915 |
| Patent Number: | 5749922 |
| Patent Number: | 5749968 |
| Patent Number: | 5779673 |
| Patent Number: | 5785993 |
| Patent Number: | 5800373 |
| Patent Number: | 5800538 |
| Patent Number: | 5801033 |
| Patent Number: | 5834274 |
| Patent Number: | 5843156 |
| Patent Number: | 5843743 |
| Patent Number: | 5844016 |
| Patent Number: | 5849035 |
| Patent Number: | 5858746 |
| Patent Number: | 5879688 |
| Patent Number: | 5879713 |
| Patent Number: | 5900245 |
| Patent Number: | 5942209 |
| Patent Number: | 5947977 |
| Patent Number: | 5986043 |
| Patent Number: | 6004315 |
| Patent Number: | 6004547 |
| Patent Number: | 6051248 |
| Patent Number: | 6060582 |
| Patent Number: | 6083524 |
| Patent Number: | 6121341 |
| Patent Number: | 6123667 |
| Patent Number: | 6162241 |
| Patent Number: | 6176871 |
| Patent Number: | 6177095 |
| Patent Number: | 6201065 |
| Patent Number: | 6217894 |

| | |
|---------------------|-----------|
| Application Number: | 08918361 |
| Application Number: | 09624055 |
| Application Number: | 08783387 |
| Application Number: | 09033871 |
| Application Number: | 09694836 |
| Application Number: | 09492011 |
| Application Number: | 09467359 |
| Application Number: | 08967619 |
| Application Number: | 08984614 |
| Application Number: | 09249841 |
| Application Number: | 09195340 |
| Application Number: | 09123137 |
| Application Number: | 09616256 |
| Application Number: | 09732419 |
| Application Number: | 09710416 |
| Application Number: | 08968463 |
| Application Number: | 09634366 |
| Application Number: | 09303054 |
| Application Number: | 09744698 |
| Application Number: | 09801097 |
| Application Number: | 09658390 |
| Application Number: | 60258369 |
| Application Number: | 60253477 |
| Application Number: | 60268559 |
| PCT Number: | US9102142 |
| PCT Number: | US8903593 |
| PCT Number: | US9301776 |
| PCT Number: | US9301773 |
| PCT Number: | US9403115 |
| PCT Number: | US9404824 |
| PCT Number: | US9508067 |
| PCT Number: | US9414213 |
| PCT Number: | US9411304 |
| PCT Number: | US9603177 |
| PCT Number: | US9514103 |

| | |
|-------------|-----------|
| PCT Number: | US9603813 |
| PCT Number: | US9603834 |
| PCT Number: | US9612285 |
| PCT Number: | US9702075 |
| PCT Number: | US9716392 |
| PCT Number: | US9805661 |
| PCT Number: | US9816410 |
| PCT Number: | US9716857 |
| PCT Number: | US9909386 |
| PCT Number: | US9916950 |
| PCT Number: | US9921521 |
| PCT Number: | US0024647 |

CORRESPONDENCE DATA

Fax Number: (508)872-5415

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: michele.silver@genzyme.com

Correspondent Name: Michele Silver

Address Line 1: 15 Pleasant Street Connector

Address Line 4: Framingham, MASSACHUSETTS 01701

NAME OF SUBMITTER:

Richard D. Allison

Total Attachments: 15

source=Acquisition#page1.tif
source=Acquisition#page2.tif
source=Acquisition#page3.tif
source=Acquisition#page4.tif
source=Acquisition#page5.tif
source=Acquisition#page6.tif
source=Acquisition#page7.tif
source=Acquisition#page8.tif
source=Acquisition#page9.tif
source=Acquisition#page10.tif
source=Acquisition#page11.tif
source=Acquisition#page12.tif
source=Acquisition#page13.tif
source=Acquisition#page14.tif
source=Acquisition#page15.tif

EXECUTION COPY

AGREEMENT AND PLAN OF MERGER
AMONG
GENZYME CORPORATION, SAMMY MERGER CORP.
AND FOCAL, INC.

Dated as of April 25, 2001

MA-11427

TABLE OF CONTENTS

| | Page |
|--|------|
| SECTION 1 – THE MERGER | 1 |
| 1.1 The Merger..... | 1 |
| 1.2 Effective Time | 1 |
| 1.3 Effects of the Merger | 1 |
| 1.4 Certificate of Incorporation and By-Laws | 1 |
| 1.5 Directors and Officers..... | 2 |
| 1.6 Conversion of Common Stock..... | 2 |
| 1.7 Company Options, Warrants and Purchase Rights | 3 |
| 1.8 Closing of the Company Transfer Books..... | 4 |
| 1.9 Exchange of Certificates..... | 4 |
| 1.10 No Liability..... | 5 |
| 1.11 Lost Certificates..... | 5 |
| 1.12 Withholding Rights..... | 6 |
| 1.13 Distributions with Respect to Unexchanged Shares | 6 |
| 1.14 Further Assurances..... | 6 |
| 1.15 Purchase of Common Stock..... | 6 |
| SECTION 2 – REPRESENTATIONS AND WARRANTIES OF COMPANY | 6 |
| 2.1 Organization and Qualification..... | 6 |
| 2.2 Authority to Execute and Perform Agreements..... | 7 |
| 2.3 Capitalization and Title to Shares..... | 7 |
| 2.4 Company Subsidiaries and Company Joint Ventures..... | 8 |
| 2.5 SEC Reports..... | 9 |
| 2.6 Financial Statements..... | 9 |
| 2.7 Absence of Undisclosed Liabilities | 9 |
| 2.8 Absence of Adverse Changes..... | 10 |
| 2.9 Compliance with Laws..... | 10 |
| 2.10 Actions and Proceedings..... | 11 |
| 2.11 Contracts and Other Agreements..... | 11 |
| 2.12 Intellectual Property..... | 12 |

(ii) any indenture, trust agreement, loan agreement or note that involves or evidences outstanding indebtedness, obligations or liabilities for borrowed money in excess of \$100,000;

(iii) any agreement of surety, guarantee or indemnification that involves potential obligations in excess of \$100,000;

(iv) any agreement that limits or restricts the Company or any of its affiliates or successors in competing or engaging in any line of business, in any therapeutic area, in any geographic area or with any person;

(v) any interest rate, equity or other swap or derivative instrument; or

(vi) any agreement obligating the Company to register securities under the Securities Act of 1933, as amended (the "Securities Act");

(c) No executive officer or director of the Company has (whether directly or indirectly through another entity in which such person has a material interest, other than as the holder of less than 2% of a class of securities of a publicly traded company) any material interest in any property or assets of the Company (except as a stockholder), any competitor, customer, supplier or agent of the Company or any person that is currently a party to any material contract or agreement with the Company.

(d) The Company owns no real property.

(e) The Distribution, License and Supply Agreement dated January 2, 1997, between the Company and Ethicon, Inc. shall terminate effective as of July 5, 2001.

2.12 Intellectual Property. Except as disclosed in Section 2.12 of the Company Disclosure Schedule, the Company owns or is licensed to use, or otherwise has the right to use all patents, trademarks, service marks, trade names, trade secrets and copyrights (and, to the Company's knowledge, all other technology and intellectual property), and all registrations of any of the foregoing, or applications therefor, and all grants and licenses or other rights to the Company relating to any of the foregoing that are material to its business as presently conducted or as presently contemplated by the Company to be conducted (collectively, the "Proprietary Rights"). A list of all copyrights, trademarks, servicemarks, tradenames and patents and patent applications owned by or licensed to the Company has been delivered previously to Parent and is included in Section 2.12 of the Company Disclosure Schedule. All patents, registered trademarks and registered copyrights set forth on the list referred to above have not been found invalid or unenforceable and are subsisting (that is, not abandoned, expired or cancelled) and are not subject to any taxes, maintenance fees or annuities falling due within 45 days of April 23, 2001. The Company is not aware that the business of the Company infringes upon the proprietary rights of others, nor has the Company received any notice or claim of infringement from any third party. The Company is not aware of any existing or threatened infringement by any third party of, or any competing claim of right to use or own any of, the Proprietary Rights. Except as disclosed in Section 2.12 of the Company Disclosure Schedule, the Company has the unencumbered right to sell its products and services (whether now offered for sale or in clinical trials) free from any royalty or other obligations to third parties. To the Company's knowledge,

none of the activities of the employees of the Company on behalf of the Company violates any agreement or arrangement which any such employees have with former employers. The policies and procedures of the Company designed to establish and protect the Proprietary Rights are described in Section 2.12 of the Company Disclosure Schedule. All employees and consultants of the Company who contributed to the discovery or development of any of the Proprietary Rights owned by the Company did so either (a) within the scope of his or her employment or consultancy such that, in accordance with applicable law, all Proprietary Rights arising therefrom became the exclusive property of the Company or (b) pursuant to written agreements assigning all Proprietary Rights arising therefrom to the Company.

2.13 Insurance. All policies or binders of fire, liability, product liability, workmen's compensation, vehicular, directors' and officers' and other material insurance held by or on behalf of the Company are in full force and effect, are reasonably believed to be adequate for the businesses engaged in by the Company and are in material conformity with the requirements of all leases or other agreements to which the Company is a party and, to the best knowledge of the Company, are valid and enforceable in accordance with their terms. The Company is not in material default with respect to any provision contained in such policy or binder nor has the Company failed to give any notice or present any claim under any such policy or binder in due and timely fashion. There are no material outstanding unpaid claims under any such policy or binder. The Company has not received notice of cancellation or non-renewal of any such policy or binder. Section 2.13 of the Company Disclosure Schedule sets forth a true and complete list of all policies or binders of fire, liability, product liability and directors and officers' insurance held by or on behalf of the Company.

2.14 Commercial Relationships. The Company's relationships with its material suppliers, collaborators, licensors and licensees are generally good commercial working relationships. No such entity has canceled or otherwise terminated its relationship with the Company or has during the last twelve months, materially altered its relationship with the Company. The Company does not know of any plan or intention of any such entity, and has not received any written threat or notice from any such entity, to terminate, cancel or otherwise materially modify its relationship with the Company.

2.15 Tax Matters.

(a) For purposes of this Agreement, the term "Tax" (and, with correlative meaning, "Taxes" and "Taxable") means all United States federal, state, and local, and all foreign, income, profits, franchise, gross receipts, payroll, transfer, sales, employment, use, property, excise, value added, ad valorem, estimated, stamp, alternative or add-on minimum, recapture, environmental, withholding and any other taxes, charges, duties, impositions or assessments in the nature of taxes, together with all interest, penalties, and additions imposed on or with respect to such amounts, including any liability for taxes of a predecessor entity. "Tax Return" means any return, declaration, report, claim for refund, or information return or statement filed or required to be filed with any taxing authority in connection with the determination, assessment, collection or imposition of any Taxes.

(b) All Tax Returns required to be filed on or before the date hereof by or with respect to the Company have been filed within the time and in the manner prescribed by

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger
under seal as of the date first stated above.

FOCAL, INC.

By Ronald S. Rudowsky
Ronald S. Rudowsky
President and Chief Executive Officer

GENZYME CORPORATION

By Earl M. Collier, Jr.
Executive Vice President, President, Biosurgery

SAMMY MERGER CORP.

By Earl M. Collier, Jr.
President


[Signature Page to Agreement and Plan of Merger]

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger under seal as of the date first stated above.


FOCAL, INC.

By _____
Ronald S. Rudowsky
President and Chief Executive Officer

GENZYME CORPORATION

By  _____
Earl M. Collier, Jr.
Executive Vice President; President, Biosurgery

SAMMY MERGER CORP.

By  _____
Earl M. Collier, Jr.
Executive Vice President

[Signature Page to Agreement and Plan of Merger]

Section 2.12

Intellectual Property

1. The information set forth in items 3, 4, 8, 9, 12, 13 and 14 of Section 2.11(b)(i) of this Company Disclosure Schedule is incorporated herein by reference.
2. See attached list of patents and patent applications as of April 23, 2001.
3. See attached list of trademarks, servicemarks and tradenames. The Company has no registered copyrights.
4. The Company's rights in certain patent rights held by Marvin J. Slepian, M.D. and Endoluminal Therapeutics, Inc. are subject to the terms of the Exclusive License Agreement dated as of January 1, 2000, among Marvin J. Slepian, M.D., Endoluminal Therapeutics, Inc. and the Company.
5. Pursuant to the Intellectual Property Transfer Agreement dated as of November 20, 2000, between the Company and Andre Bieniarz, M.D., the Company has assigned to Dr. Bieniarz the Company's right to U.S. Patent Application Serial No. 09/316,879; Patent Cooperation Treaty Application Serial No. PCT/US99/11352; U.S. Provisional Application No. 60/086,624; and foreign applications based on the above PCT application.
6. The Company has licensed certain rights from the University of Texas pursuant to the agreement listed in item 13 of Section 2.11(b)(i) of this Company Disclosure Schedule, a copy of which has been provided to Parent, and such rights are subject to the provisions of that agreement. In addition, the Company's rights in the Coated Medical Device Field have expired, according to notification from the University of Texas, due to insufficient effort to commercialize such devices.

All of the Company's clinical-grade polymers, consisting of primer and sealant types F, S and M, rely on materials and uses covered by the patents licensed from the University of Texas. The Company's rights in the University of Texas technologies are subject to the payment of royalties and to payments upon sublicensing.

Patent Series UTSB002, listed as family 100 in the attached list of patents, is jointly owned by the University of Texas and one of the inventors, Dr. Randall Dunn. Dr. Dunn and Dr. Hubbell were co-inventors, but Dr. Hubbell assigned to the University of Texas, while Dr. Dunn was not obliged to assign and did not. In the patents and application of the 110C1 and 110C3 series, Dr. Hubbell and Dr. Elbert are listed as co-inventors, along with several inventors who are employees of the Company, because some material in the specification and potentially in certain claims derive from work done by them at the University of Texas under the research agreement listed in item 12 of Section 2.11(b)(i) of this Company Disclosure Agreement. Drs. Hubbell and Elbert have assigned their rights to the University of Texas.

Focal Patents - Status Summary printed 4/23/2001 by Francis Kirkpatrick CONFIDENTIAL

| Family/ ID | Status | Title | Inventor | Co-Inventors: App | Serial # | File or Priority Date | Patent No. | Grant |
|----------------------|--------|---|----------|-------------------|-----------|-----------------------|------------|-------|
| 001 7001 | I | Method and Apparatus for Treatment of Focal | Slepian, | 08/101,966 | 8/4/93 | 5,328,471 | 7/12/94 | |
| 001 7001JP | G | "Bloodless" Method and Apparatus for | Slepian, | 505448/91 | 2/25/91 | JA 2730702 | 12/19/97 | |
| 001 7001WO | PC | Method and Apparatus for Treatment of Focal | Slepian, | US91/02142 | 2/25/91 | WO 91/12846 | | |
| 001 7021 | I | Method and Apparatus for Treatment of Focal | Slepian, | 08/226,945 | 4/13/94 | 5,662,609 | 9/2/97 | |
| 001 7040 | . | Method and Apparatus for Treatment of Focal | Slepian, | 08/918,361 | 8/26/97 | | | |
| 002 002CA | G | Biodegradable Polymeric Endoluminal Sealing | Slepian, | CA 609,264 | 8/23/1989 | CA 1,336,755 | 8/25/95 | |
| 002 002EP | G | Biodegradable Polymeric Endoluminal Sealing | Slepian, | 89/909957.6 | 8/23/1989 | EP 0 431 046 B1 | 3/3/95 | |
| 002 002HK | G | Biodegradable Polymeric Endoluminal Sealing | Slepian, | 89/909957.6 | 8/23/1989 | HK 1004534 | 11/27/98 | |
| 002 002JP | G | Biodegradable Polymeric Endoluminal Sealing | Slepian, | 509258/89 | 8/23/1989 | 2836878 | 10/9/98 | |
| 002 002SG | G | Biodegradable Polymeric Endoluminal Sealing | Slepian, | 89/909957.6 | 8/23/1989 | SG 9792060-7 | 3/3/95 | |
| 002 002WO | PC | Biodegradable Polymeric Endoluminal Sealing | Slepian, | WO 90/01969 | 8/23/1989 | | | |
| 002 7000 | I | "Paving process" Biodegradable Polymeric | Slepian, | 07/857,700 | 10/3/90 | 5,213,580 | 5/25/93 | |
| 002 7019 | I | "Paving"; Biodegradable Polymeric | Slepian, | 08/182,516 | 1/14/94 | 5,674,287 | 10/7/97 | |
| 002 7023 | I | "Paving"; Biodegradable Polymeric | Slepian, | 08/472,757 | 6/7/95 | 5,749,922 | 5/12/98 | |
| 002 7023CA | G | Biodegradable Polymeric Endoluminal Sealing | Slepian, | CA 616,971 | 2/3/95 | CA 1,340,257 | 12/15/98 | |
| 002 7023EPCdiv1 | . | Biodegradable Polymeric Endoluminal Sealing | Slepian, | 94/203 046.1 | 2/3/95 | | | |
| 002 7026CA | G | Biodegradable Polymeric Endoluminal Sealing | Slepian, | CA 616,970 | 2/3/95 | 1,340,986 | 5/16/2000 | |
| 002 7027 | I | "Paving Catheter" | Slepian, | 08/481,646 | 6/7/95 | 5,947,977 | 9/7/99 | |
| 002 7029 | I | Polymeric Endoluminal Paving Process | Slepian, | 08/481,220 | 6/7/95 | 5,749,915 | 5/12/98 | |
| 002 7030 | I | Polymeric Endoluminal Paving | Slepian, | 08/474,062 | 6/7/95 | 5,634,946 | 6/3/97 | |
| 002 7031/019 | I | Fluent paving | Slepian, | 08/470,055 | 6/7/95 | 5,800,538 | 9/11/1998 | |
| 002 7058 | U | "Paving Catheter" | Slepian, | 09/624,055 | 7/24/2000 | | | |
| 009 483-CIP1FWC A | A | "Interfacial"; Gels For Encapsulation of | Hubbell, | 08/783,387 | 9/16/98 | | | |
| 009 483-CIP1 (011) I | I | "Interfacial"; Gels For Encapsulation of | Hubbell, | 07/958,070 | 10/7/92 | 5,529,914 | 6/25/96 | |

Focal Patents - Status Summary printed 4/23/2001 by Francis Kirkpatrick

CONFIDENTIAL

| Family/ ID | Status | Inventor | App Serial # | Date | Patent No. | Grant |
|---------------------|--|----------------------------|--------------|------------|--------------|----------|
| 009 493-CIP1 DIV2 I | "Interfacial"; Gels For Encapsulation of | Hubbell, C. P. Pathak, | 08/480,678 | 6/7/95 | 5,801,033 | 8/1/98 |
| 009 493-CIP2 I | "interfacial/ Tissue applications"; Gels For | Hubbell, C. P. Pathak, | 08/024,657 | 3/1/93 | 5,573,934 | 11/12/96 |
| 009 493-CIP2CON I | "Interfacial"; Gels For Encapsulation of | Hubbell, C. P. Pathak, | 08/377,911 | 1/25/95 | 5,858,746 | 1/12/99 |
| 009 493-CIP2CON3 U | Gels For Encapsulation | Hubbell, J A C. P. Pathak, | 09/033,871 | 3/3/98 | | |
| 009 493-CIP2CON4 U | Gels For Encapsulation | Hubbell, J A C. P. Pathak, | 09/694,836 | 10/23/2001 | | |
| 009 493-CIP2div1 I | "Interfacial"; Gels For Encapsulation of | Hubbell, C. P. Pathak, | 08/467,815 | 6/6/95 | 5,843,743 | 12/1/98 |
| 009 493-CIP2Div2 I | "Interfacial"; Gels For Encapsulation of | Hubbell, C. P. Pathak, | 08/467,693 | 6/6/95 | 5,834,274 | 11/10/98 |
| 008 493AU G | Gels for Encapsulation ("Interfacial") | Hubbell, J A C. P. Pathak, | 37809/93 | 3/1/93 | AU 683209 | 4/2/98 |
| 009 493BR F | Gels for Encapsulation ("Interfacial") | Hubbell, J A C. P. Pathak, | PI9306051-6 | 3/1/93 | | |
| 009 493CA G | Gels for Encapsulation ("Interfacial") | Hubbell, J A C. P. Pathak, | 2,117,584 | 3/1/93 | CA 2,117,584 | 9/22/98 |
| 009 493EPC F | Gels for Encapsulation ("Interfacial") | Hubbell, J A C. P. Pathak, | 93 907078.5 | 9/1/94 | | |
| 009 493JP G | Gels for Encapsulation ("Interfacial") | Hubbell, J A C. P. Pathak, | 5-515100 | 3/1/93 | 3011767 | 12/10/99 |
| 009 493KR F | Gels for Encapsulation ("Interfacial") | Hubbell, J A C. P. Pathak, | 94-703035 | 3/1/93 | | |
| 009 493NZ G | Gels for Encapsulation ("Interfacial") | Hubbell, C. P. Pathak, | 251039 | 3/1/93 | NZ 251039 | 3/26/96 |
| 009 493PCT PC | "Interfacial"; Gels For Encapsulation of | Hubbell, C. P. Pathak, | US93/01776 | 3/1/93 | WO93/16687 | |
| 010 496 I | "Photogel" Photopolymerizable | Hubbell, C. P. Pathak, | 08/022,687 | 3/1/93 | 5,410,016 | 4/25/95 |
| 010 496 CIP2CON I | "Photogel Statistical Polymer"/ | Hubbell, J A Pathak | 09/128,917 | 8/4/98 | 6,060,582 | 5/9/2000 |
| 010 496 CIP2CON2 U | "Photogel Delivery 2" / Photopolymerizable | Hubbell, J A Pathak | 09/492,011 | 1/26/2000 | | |
| 010 496 CIP2DIV1 I | "Photogel coating" / Photopolymerizable | Hubbell, C. P. Pathak, | 08/379,848 | 1/27/95 | 5,626,863 | 5/6/97 |
| 010 496 CIP2DIV2 I | "Photogel drug delivery" Photopolymerizable | Hubbell, C. P. Pathak, | 08/468,364 | 6/6/95 | 5,567,435 | 10/22/96 |
| 010 496 CIP2DIV3 I | "Photogel Medical Applications" / | Hubbell, J A Pathak | 08/700,237 | 8/20/96 | 5,986,043 | 11/16/99 |
| 010 496 PCT PC | Photopolymerizable Biodegradable Hydrogels | Hubbell, J A C. P. Pathak, | /US 93/01773 | 3/1/93 | WO 93/17669 | |
| 010 496AU G | Photopolymerizable Biodegradable | Hubbell, Pathak, | 37353/93 | 3/1/93 | AU 673160 | 2/18/97 |
| 010 496BR F | Photopolymerizable Biodegradable | Hubbell, J A Pathak, | PI 3906038-6 | 3/1/93 | | |
| 010 496CA G | Photopolymerizable Biodegradable | Hubbell, J A Pathak, | 2,117,588 | 3/1/93 | 2,117,588 | 8/25/98 |

CONFIDENTIAL

| Family/ ID | Status | Title | Inventor | Co-Inventors | App Serial # | Patent No. | Grant |
|-----------------|--------|---|--------------|---------------|--------------|-----------------|------------|
| 010 496EP | G | Photopolymerizable Biodegradable | Hubbell, J A | Patlak, | 93 906255.0 | EP 0 627 911 B1 | 10/28/2000 |
| 010 496JP | G | Photopolymerizable Biodegradable | Hubbell, J A | Patlak, | 5-515790 | | 12/10/99 |
| 010 496KR | G | Photopolymerizable Biodegradable | Hubbell, J A | Patlak, | 94-703034 | 0256912 | 6/29/2000 |
| 010 496NZ | G | Photopolymerizable Biodegradable | Hubbell, | Patlak, | 249770 | NZ 249770 | 1/10/97 |
| 010 496NZ Dv1 | F | Photopolymerizable Biodegradable | Hubbell, J A | Patlak, | NZ 299091 | WO 94/21324 | |
| 012 7012WO | PC | Apparatus & Method for Local Application of | Rowe, | Jeffrey A. | US94/031115 | | 12/16/97 |
| 012 7020 | I | Apparatus & Method for Local Application of | Rowe, | Hubbell, Herm | 08/448,573 | 5,698,189 | 0/8/98 |
| 012 7020-AU | G | Apparatus & Method for Local Application of | Rowe, | Jeffrey A. | 64907/94 | AU 686613 | |
| 012 7020-CA | F | Apparatus & Method for Local Application of | Rowe, | Jeffrey A. | 2,158,731 | | |
| 012 7020-EPC | G | Apparatus & Method for Local Application of | Rowe, | Jeffrey A. | 949112288.1 | EP 0 690 736 | 11/11/98 |
| 012 7020-JP | F | Apparatus & Method for Local Application of | Rowe, | Jeffrey A. | 521340/94 | | |
| 012 7034 | I | Apparatus & Method for Local Application of | Rowe, | Jeffrey A. | 08/476,124 | 5,612,050 | 3/18/97 |
| 012 7041 | I | Apparatus & Method for Local Application of | Rowe, | Jeffrey A. | 08/944,035 | 6,004,547 | 12/21/99 |
| 012 7057 (Con2) | U | Apparatus & Method for Local Application of | Rowe, | Jeffrey A. | 09/467,359 | | |
| 014 7014 | I | Methods for Photothermoforming | Patlak | Sawhney, | 08/448,572 | 5,849,035 | 12/15/98 |
| 014 7014 AU | G | Apparatus & Methods for Photothermoforming | Patlak | Sawhney, | 69056/94 | AU 686534 | 5/28/98 |
| 014 7014 CA | F | Apparatus & Methods for Photothermoforming | Patlak | Sawhney, | 2,161,776 | | |
| 014 7014 EPC | G | Apparatus & Methods for Photothermoforming | Patlak | Sawhney, | 94917290.2-2 | EP 0 696 185 | 0/12/98 |
| 014 7014 JA | F | Apparatus & Methods for Photothermoforming | Patlak | Sawhney, | 524611/94 | | |
| 014 7014 WO | PC | Apparatus & Methods for Photothermoforming | Patlak | Sawhney, | US94/04824 | WO 94/24962 | |
| 014 7032 | I | Apparatus & Methods for Photothermoforming | Patlak | Sawhney, | 08/483,194 | 5,662,712 | 9/2/97 |
| 014 7033 | I | Apparatus & Methods for Photothermoforming | Patlak | Sawhney, | 08/477,370 | 5,741,323 | 4/21/98 |
| 014 7045 /014C | I | App & Meth Intralum Phototherm | Patlak | Sawhney | 09/172,537 | 6176871 B1 | 1/23/2001 |
| 015 7015 | I | "Gel Catheter"// Devices and Methods for | Roth, L | Herman, S J. | 08/265,448 | 5,665,063 | 9/9/97 |
| 015 7035 | I | "Gel Catheter"// Devices and Methods for | Roth, L | Herman, S J. | 08/494,333 | 5,779,673 | 6/24/98 |

Focal Patents - Status Summary printed 4/23/2001 by Francis Kirkpatrick

CONFIDENTIAL

| Family/ ID | Status | Title | Inventor | Coinventors: App Serial # | File or Priority Date | Patent No. | Grant |
|------------------|--------|--|---------------|---------------------------|-----------------------|-------------|----------|
| 015 7035-CA | F | "Gel Catheter"// Devices and Methods for | Roth, L | Homan, S J, 2,193,805 | 6/28/95 | | |
| 015 7035-JA | F | "Gel Catheter"// Devices and Methods for | Roth, L | Homan, S J, 503389/96 | 12/24/96 | | |
| 015 7035-WO | PC | "Gel Catheter"// Devices and Methods for | Roth, L | Homan, S J, US95/08067 | 6/26/95 | WO 95/00102 | |
| 100 UT002 CIPCon | U | "Urokinase"; Local Delivery of Fibrinolysis | Hubbell, J | Hill-West, J 08/967,618 | 11/12/97 | 5,468,505 | 11/21/95 |
| 100 UT002-par | I | "Urokinase"; Local Delivery of Fibrinolysis | Hubbell, J | Hill-West, J 08/165,392 | 12/10/93 | | |
| 100 UT002 PCT | PC | "Urokinase"; Local Delivery of Fibrinolysis | Hubbell, J | Hill-West, J WO 95/15747 | 12/10/94 | AU 690949 | 8/20/98 |
| 100 UT002AU | G | "Urokinase"; Local Delivery of Fibrinolysis | Hubbell, J | Hill-West, J 13381/95 | 12/9/94 | | |
| 100 UT002CA | H | "Urokinase"; Local Delivery of Fibrinolysis | Hubbell, J | Hill-West, J 2,178,487 | 12/9/94 | | |
| 100 UT002EP | G | "Urokinase"; Local Delivery of Fibrinolysis | Hubbell, J | Hill-West, J 95904865.3 | 12/9/94 | 0 732 915 | 8/9/2000 |
| 100 UT002JP | F | Local Delivery of Fibrinolysis Enhancing | Hubbell, J | Hill-West, J 7-516372 | 12/9/94 | | 11/19/96 |
| 102 102 | I | "Cell/Gel" Local Polymenic Gel Therapy | Slepian, J | Massia, 08/132,745 | 10/6/93 | 5,575,815 | 12/1/98 |
| 102 102 CIP | I | "Cell/Gel" Local Polymenic Gel Therapy | Slepian, J | Massia, 08/238,931 | 5/6/94 | 5,843,156 | |
| 102 102 CIP con | A | "Cell/Gel" Local Polymenic Gel Therapy | Slepian, J | Massia, 08/984,614 | 12/3/97 | | |
| 102 102 PCT | PC | "Cell/Gel" Local PolymenicCellular Gel Therapy | Slepian, J | Massia, WO 95/09659 | 10/6/94 | 703003 | 6/24/99 |
| 102 102AU | G | "Cell/Gel" Local PolymenicCellular Gel Therapy | Slepian, J | Massia, 79671/94 | 10/6/94 | | |
| 102 102CA | F | "Cell/Gel" Local PolymenicCellular Gel Therapy | Slepian, J | Massia, 2,173,316 | 10/6/94 | | |
| 102 102EP | F | "Cell/Gel" Local PolymenicCellular Gel Therapy | Slepian, J | Massia, 94930606.2EP | 10/6/94 | | |
| 102 102JP | F | "Cell/Gel" Local PolymenicCellular Gel Therapy | Slepian, J | Massia, 7-511004 | 10/6/94 | | 4/8/97 |
| 105 105 | I | Hydroxy Acid Cosmetics | Coury, Arthur | Avila, 08/401,931 | 3/9/95 | 5,618,850 | 3/9/99 |
| 105 105 D | I | Hydroxy Acid Cosmetics | Coury, Arthur | Avila, 08/739,644 | 10/30/96 | 5,879,688 | |
| 105 105 D2 | A | Hydroxy Acid Cosmetics | Coury, Arthur | Avila, 08/249,841 | 2/15/99 | | |
| 105 105-CA | F | Hydroxy Acid Cosmetics | Coury | Avila, CA 2,214,884 | 3/8/96 | | |
| 105 105-EP | F | Hydroxy Acid Cosmetics | Coury | Avila, 96910388.5 | 3/8/96 | | |
| 105 105-JA | F | Hydroxy Acid Cosmetics | Coury | Avila, 8-528448 | 3/8/96 | | |
| 105 105PCT | PC | Hydroxy Acid Cosmetics | Coury | Avila, WO 96/29080 | 3/8/96 | | |

Focal Patents - Status Summary printed 4/23/2001 by Francis Kirkpatrick

CONFIDENTIAL

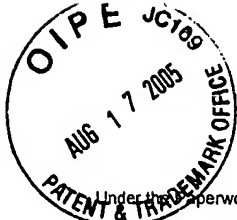
| Family/ ID | Status | Title | Inventor | Coinventors: | App Serial # | File of Priority Date | Patent No. | Grant |
|------------|-------------|--|----------|--------------|--------------|-----------------------|------------|------------|
| 108 | CONCPA I | Targeted Delivery via Biodegradable Polymers | Roth | Herman | 08/787,647 | 1/23/97 | 5,879,713 | 3/9/1999 |
| 108 | 108 con div | Targeted Delivery via Biodegradable Polymers | Roth | Herman | 09/195,340 | 11/18/98 | | 4/29/99 |
| 108 | 108AU | Targeted Delivery via Biodegradable Polymers | Roth | Herman | AU 39720/95 | 10/11/95 | AU 700903 | 12/22/2000 |
| 108 | 108AU | Targeted Delivery via Biodegradable Polymers | Roth | Herman | AU 23614/99 | 4/1/99 | 726472 | |
| 108 | 108AU div | Targeted Delivery via Biodegradable Polymers | Roth | Herman | CA 2,202,511 | 10/11/95 | 0 785 774 | 3/18/99 |
| 108 | 108CA | Targeted Delivery via Biodegradable Polymers | Roth | Herman | 95937688.0 | 10/11/95 | | |
| 108 | 108EP | Targeted Delivery via Biodegradable Polymers | Roth | Herman | 99202631.0 | 8/3/99 | | |
| 108 | 108EP div | Targeted Delivery via Biodegradable Polymers | Roth | Herman | 8-513488 | 10/11/95 | | |
| 108 | 108JA | Targeted Delivery via Biodegradable Polymers | Roth | Herman | WO 96/11671 | 10/11/95 | 5,785,993 | 7/28/98 |
| 108 | 108PCT | Targeted Delivery via Biodegradable Polymers | Roth | Coury | 08/689,139 | 7/29/96 | | |
| 109 | 109 CON | "SOD"/ Reduction of Adhesion using | Baker | Coury | 09/123,137 | 7/27/98 | | |
| 109 | 109 CON2 | "SOD"/ Reduction of Adhesion using | Baker | Coury | WO 96/29987 | 3/20/96 | 704222 | 7/22/99 |
| 109 | 109 PCT | "SOD"/ Reduction of Adhesion using | Baker | Coury | 52575/96 | 3/20/96 | | |
| 109 | 109AU | "SOD"/ Reduction of Adhesion using | Baker | Coury | 2,215,317 | 3/20/96 | 0 814 774 | 1/31/2001 |
| 109 | 109CA | "SOD"/ Reduction of Adhesion using | Baker | Coury | 96908878.0 | 3/20/96 | 704222 | |
| 109 | 109EP | "SOD"/ Reduction of Adhesion using | Baker | Coury | 8-529500 | 3/20/96 | 5,800,373 | 9/1/98 |
| 109 | 109JP | "SOD"/ Reduction of Adhesion using | Melanson | Sawhney | 08/410,037 | 3/23/95 | 5,844,016 | 12/1/98 |
| 110 | 110 | "Priming"/ Initiator Priming for Improved | Sawhney | Melanson | 08/478,104 | 6/7/95 | 5,749,968 | 5/12/98 |
| 110 | 110-C1 | Redox & Photoinitiator Priming for Improved | Melanson | Levine | 08/472,745 | 6/7/95 | | |
| 110 | 110-C2/7038 | Device for Priming | Melanson | Sawhney | 09/616,256 | 7/14/2000 | 6,121,341 | 9/19/2000 |
| 110 | 110-C3 div | Redox and Photoinitiator Systems | Melanson | Sawhney | 08/973,077 | 3/22/96 | | |
| 110 | 110-C3 (US) | Redox and Photoinitiator Systems | Melanson | Melanson | WO 96/29370 | 3/22/96 | AU 709527 | 12/16/99 |
| 110 | 110-C3PCT | "Priming"/ Initiator Priming for Improved | Sawhney | Melanson | 55249/96 | 3/22/96 | | |
| 110 | 110-C3AU | "Priming"/ Initiator Priming for Improved | Sawhney | Melanson | 48864/99 | 9/22/99 | | |

Focal Patents - Status Summary printed 4/23/2001 by Francis Kirkpatrick

| Family/ ID | Status | Title | Inventor | Coinventors: App | Serial # | Priority Date | Patent No. | Grant |
|------------|-------------|-------|--|------------------|---------------|---------------|------------|-----------|
| 110 | 110-C3CA | F | "Priming"/ Initiator Priming for Improved | Sawhney | 2,215,309 | 3/22/96 | | |
| 110 | 110-C3EP | F | "Priming"/ Initiator Priming for Improved | Sawhney | 96912429.6 | 3/22/96 | | |
| 110 | 110-C3JP | F | "Priming"/ Initiator Priming for Improved | Sawhney | 8-528605 | 3/22/96 | | |
| 110 | 110-C4 | I | Compliant Sealant | Lyman | 08/710,689 | 9/23/96 | 5,900,245 | 5/4/99 |
| 110 | 110-C4 CON | I | Compliant Tissue Sealant | Lyman | 09/288,207 | 4/8/99 | 6,051,248 | 4/18/2000 |
| 110 | 110-C4 Con2 | I | Compliant Tissue Sealants | Sawhney, | 09/477,162 | 1/4/2000 | 6,217,894 | 4/17/2001 |
| 110 | 110-C4 Con3 | U | Compliant Tissue Sealants | Sawhney, | 09/732,419 | 12/7/2000 | | |
| 110 | 110-C4JA | F | Compliant Sealant | Sawhney | 9/12060 | 1/6/97 | | |
| 112 | 112 CIP | I | Multiblock degradable hydrogels | Pathak | 08/692,914 | 7/26/96 | 6,201,065 | 3/13/2001 |
| 112 | 112 CIP DV | U | Multiblock degradable hydrogels | Pathak | 09/710416 | 11/9/2000 | | |
| 112 | 112CA | F | Multiblock degradable hydrogels | Pathak | 2,228,118 | 7/26/96 | | |
| 112 | 112EP | F | Multiblock degradable hydrogels | Pathak | 96926138.7 | 7/26/96 | | |
| 112 | 112JP | F | Multiblock degradable hydrogels | Pathak | 9-507762 | 7/26/96 | | |
| 112 | 112PCT | PC | Multiblock degradable hydrogels | Pathak | WO 97/05185 | 7/26/96 | | |
| 114 | 114 CON | U | Local Delivery of Radionuclides and | Leavitt | 08/968,463 | 10/2/97 | | |
| 114 | 114 FWC | I | Local Delivery of Radionuclides and | Leavitt | 08/963,639 | 11/3/97 | 5,942,208 | 8/24/99 |
| 114 | 114 PCT | PC | Local Delivery of Radionuclides and | Leavitt | WO97/33628 | 2/13/97 | | |
| 114 | 114AU | G | Local Delivery of Radionuclides and | Leavitt | 21202/97 | 2/13/97 | 712963 | 3/2/2000 |
| 114 | 114EP | F | Local Delivery of Radionuclides and | Leavitt | EP 97906537.2 | 2/13/97 | | |
| 114 | 114JP | F | Local Delivery of Radionuclides and | Leavitt | 9-532597 | 2/13/97 | | |
| 114 | 114ZA | G | Local Delivery of Radionuclides and | Leavitt | 97/2044 | 3/10/97 | ZA 97/2044 | 9/3/98 |
| 115 | 7037 | I | Diffuser/ Optical Fiber Diffuser and Method of | Dumont | 08/714,189 | 9/16/96 | 6,004,315 | 12/21/99 |
| 115 | 7037 AU | H | Diffuser/ Optical Fiber Diffuser and Method of | Dumont, | 43510/97 | 9/16/97 | 729233 | |
| 115 | 7037CA | F | Diffuser/ Optical Fiber Diffuser and Method of | Dumont, | CA 2,265,565 | 9/16/97 | | |
| 115 | 7037EP | F | Diffuser/ Optical Fiber Diffuser and Method of | Dumont, | 97941646.8 | 9/16/97 | 0 925 521 | |

| Family/ ID | Status | Title | Inventor | Coinventors: App Serial # | Date | |
|-----------------|--------|--|----------------|---------------------------|----------|-------------|
| 115 7037 JP | F | Diffuser/ Optical Fiber Diffuser and Method of | Dumont, | 513979/98 | 9/16/97 | |
| 115 7037 WO | PC | Diffuser/ Optical Fiber Diffuser and Method of | Dumont, | US 97/16392 | 9/16/97 | WO98/11462 |
| 116 7042 | I | Biodegradable Tissue Retractor | Poff, Brad | 09/045,401 | 3/20/98 | 6,123,667 |
| 116 7042 AU | F | Biodegradable Tissue Retractor | Poff, Brad | AU 67690/98 | 3/20/98 | |
| 116 7042 CA | F | Biodegradable Tissue Retractor | Poff, Brad | 2283708 | 3/20/98 | |
| 116 7042 EP | F | Biodegradable Tissue Retractor | Poff, Brad | 98913048.9 | 3/20/98 | |
| 116 7042 JP | F | Biodegradable Tissue Retractor | Poff, Brad | JP 540853/98 | 3/20/98 | |
| 116 7042 WO | PC | Biodegradable Tissue Retractor | Poff, Brad | US98/05661 | 3/20/98 | WO 98/41154 |
| 116 7042 ZA | G | Biodegradable Tissue Retractor | Poff, Brad | 98/2483 | 3/21/98 | 98/2483 |
| 116 7056 ZA div | G | Biodegradable Tissue Retractor | Poff, Brad | 98/3644 | 3/21/98 | 99/3644 |
| 116 7059 con | U | Biodegradable Tissue Retractor | Poff, Brad | 09/634,366 | 8/9/2000 | |
| 117 117 | I | Hemostatic Tissue Sealant | Coury | 09/129,735 | 8/5/98 | 6,162,241 |
| 117 117 AU | F | Hemostatic Tissue Sealant | Coury | 86955/98 | 8/6/98 | |
| 117 117 CA | F | Hemostatic Tissue Sealant | Coury | 2,299,336 | 8/6/98 | |
| 117 117 EP | F | Hemostatic Tissue Sealant | Coury | 98938427.6 | 8/6/98 | 1 003 568 |
| 117 117 JA | F | Hemostatic Tissue Sealant | Coury | 2000-507003 | 8/6/98 | |
| 117 117 PCT | PC | Hemostatic Tissue Sealant | Coury | US98/16410 | 8/6/98 | WO 99/07417 |
| 117 117 ZA | G | Hemostatic Tissue Sealant | Coury | 98/7019 | 8/5/98 | 987019 |
| 118 118 | I | "Carbonate"/ Polymerizable Biodegradable | Sawhney, A | 08/944,739 | 10/6/97 | 6,083,524 |
| 118 118 div | I | "Carbonate"/ Polymerizable Biodegradable | Jarrett, Peter | 09/479,520 | 1/7/2000 | 6,177,085 |
| 118 118 JP | F | "Carbonate"/ Polymerizable Biodegradable | Jarrett, Peter | 10-514967 | 9/23/97 | |
| 118 118 AU | F | "Carbonate"/ Polymerizable Biodegradable | Jarrett, Peter | 45870/97 | 9/23/97 | 728281 |
| 118 118 R | F | "Carbonate"/ Polymerizable Biodegradable | Jarrett, Peter | PI 9711537-1 | 9/23/97 | |
| 118 118 CA | F | "Carbonate"/ Polymerizable Biodegradable | Jarrett, Peter | 2,266,478 | 9/23/97 | |
| 118 118 EP | F | "Carbonate"/ Polymerizable Biodegradable | Jarrett, Peter | 97944351.2 | 9/23/97 | |

| Family/ ID | Status | Title | Inventor | Coinventor | US97/16857 | 9/23/97 | WO98/2243 | 7/29/98 |
|----------------|--------|---|----------------|----------------------|-------------|------------|-------------|---------|
| 118 118PCT | PC | "Carbonate"/ Polymerizable Biodegradable | Jarrett, Peter | Amar | US97/16857 | 9/23/97 | ZA 97/8537 | 7/29/98 |
| 118 118ZA | G | Trimethylene carbonate | Jarrett, Peter | Amar | 97/8537 | 9/23/97 | 97/8537 | 7/29/98 |
| 121 7050 | U | Light Source Power Tester | Pichon, Dean | Dumont, Kablik, J. | 09/303,054 | 4/30/99 | WO99/57528 | |
| 121 7053WO | PC | Light Source Power Tester | Pichon, Dean | Dumont, Kablik, J. | US99/09386 | 4/30/99 | WO99/57528 | |
| 123 7050 | U | Universal Modular Surgical Applicator Systems | Kirwan, John | Pichon, Kirwan, John | 09/744,698 | 1/29/2001 | | |
| 123 7050WO | PC | Universal Modular Surgical Applicator Systems | Kirwan, John | Pichon, Kirwan, John | US 99/16950 | 7/27/99 | WO00/06216 | |
| 124 7048WO | P | Self-Cleaning Fluid Delivery Device | Pichon, Dean | Nedder, David | US99/21521 | 9/17/99 | WO 00/15117 | |
| 124 7060 | U | Self-Cleaning Fluid Delivery Device | Pichon, Dean | Nedder, David | 09/801,097 | 3/7/2001 | | |
| 126 126 parent | U | Hydrogels for Orthopedic Repair | Coury, Arthur | Goodrich, | 09/658,390 | 9/8/2000 | | |
| 126 126 PCT | P | Hydrogels for Orthopedic Repair | Coury, Arthur | Goodrich, | us 00/24647 | 9/8/2000 | WO 01/17574 | |
| 127 127Prov | UR | Amlodarone | Philbrook | Burns Millor | 60/258,369 | 12/27/2001 | | |
| 128 128prov | | Gel photoresists | TBD | | | | | |
| 129 129prov | UR | Hyaluronic acid in Gels | Avila, Jarrett | | 60/253477 | 11/28/2001 | | |
| 130 130prov | UR | Biodegradable Macroporous Fleece | Kramer, Avila, | | 60/260,559 | 3/14/2001 | | |



Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

| | | |
|---|------------------------|------------------------|
| CHANGE OF CORRESPONDENCE ADDRESS Application Address to: Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450. | Application Number | 10/664,582 |
| | Filing Date | September 17, 2003 |
| | First Named Inventor | Stephen C. Rowe et al. |
| | Art Unit | 1615 |
| | Examiner Name | Carlos A. Azpuru |
| | Attorney Docket Number | 5088C4 |

Please change the Correspondence Address for the above-identified application to:

☒ The address associated with Customer Number: 24536

OR

☒ **Firm or Individual Name** Genzyme Corporation

Address 15 Pleasant Street Connector
Legal Department

City Framingham **State** MA **Zip** 01701

Country US

Telephone (508) 270-2583 **Email** richard.allison@genzyme.com

This form cannot be used to change the data associated with a Customer Number. To change the data associated with an existing Customer Number use "Request for Customer Number Data Change" (PTO/SB/124).

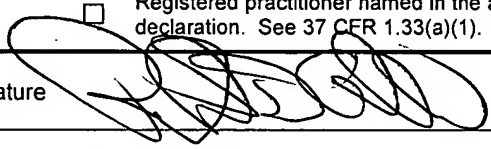
I am the :

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest.
Certificate under 37 CFR 3.73(b) is enclosed (Form PTO/SB/96).

☐ Attorney or agent of record. Registration Number _____

☐ Registered practitioner named in the application transmittal letter in an application without an executed oath or declaration. See 37 CFR 1.33(a)(1). Registration Number _____

Signature 

Typed or Printed Name Richard D. Allison

Date August 15, 2005 **Telephone** (508) 270-2583

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below*.

☐ *Total of _____ forms are submitted.

This collection of information is required by 37 CFR 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

**This Page is Inserted by IFW Indexing and Scanning
Operations and is not part of the Official Record**

BEST AVAILABLE IMAGES

Defective images within this document are accurate representations of the original documents submitted by the applicant.

Defects in the images include but are not limited to the items checked:

- ☐ **BLACK BORDERS**
- ☐ **IMAGE CUT OFF AT TOP, BOTTOM OR SIDES**
- ☐ **FADED TEXT OR DRAWING**
- ☐ **BLURRED OR ILLEGIBLE TEXT OR DRAWING**
- ☐ **SKEWED/SLANTED IMAGES**
- ☐ **COLOR OR BLACK AND WHITE PHOTOGRAPHS**
- ☐ **GRAY SCALE DOCUMENTS**
- ☐ **LINES OR MARKS ON ORIGINAL DOCUMENT**
- ☐ **REFERENCE(S) OR EXHIBIT(S) SUBMITTED ARE POOR QUALITY**
- ☐ **OTHER:** _____

IMAGES ARE BEST AVAILABLE COPY.

As rescanning these documents will not correct the image problems checked, please do not report these problems to the IFW Image Problem Mailbox.